

1907-032 Chancery Causes: William W. Lambert vs. W. M. Verable
Lee Co. Powells Valley Bank } vs. W. M. Verable &
L. D. Glass vs. W. M. Verable &

Folder 192

Hickam, Elkins, Allen, Davis, Duff, Ball, Durcan, Hyatt, Noel

CA-Debt

T-Property

Will: 1900 : Jane M. Verable: Lee County

-Deed

To the Hon. H. A. W. Skeen, Judge of the Circuit Court of
Lee County:

Humbly complaining your orator, Wm. W. Lambert, who sues on
behalf of himself, and all other lien creditors of W. M. Venable,
who will come into and contribute to the expense of this suit,
would respectfully represent and show unto your honor, that on
the 10th day of July, 1903, he obtained in your honor's court a
judgment against W. M. Venable, of the said county, for Two Hundred
Dollars (\$200), with interest thereon from the 1st day of December
1902, until paid on a note or bond weiving the homestead exemption
and Six Dollars and Nine^{ty}-eight Cents (\$6.98) cost, on which said
judgment a writ of fieri facias was issued from the clerk's office
of the said court, directed to the sheriff of the said county, return-
able to the First October Rules, 1903, which was placed in the hands
of the said sheriff to be executed, and was on the ^{21st day of Sept 1903} ~~return day thereof~~
returned by J. W. Hall deputy for the said sheriff, with
the following return endorsed thereon, to-wit:

"Not executed no property found, this Sept 21" 1903."

That the said judgment was duly docketed in the clerk's of-
fice of the said county court in the judgment lien docket, and in-
dexed as the law requires, on the ____ day of _____, 1903, A copy
of said judgment is herewith filed as a part thereof marked "A", and
a copy of said writ of fieri facias together with the return endorsed
thereon is herewith filed, as a part thereof, marked "B", and a
copy of the docketing and indexing of said judgment in said judgment
lien docket is herewith filed as part thereof marked "C".

Now your orator further states, that the said W. M. Venable
is seized and possessed in fee-simple of certain real estate lying
and being in the said county, on the north side of Powell's Mountain,
and on Wallens Creek, consisting of one tract containing 209 acres
more or less, and another tract containing 100 acres more or less,

and that he is advised ~~that~~ his judgment, no part of which has been

paid, is a lien un der the Statute law of Virginia, on the said real estate, and there are other liens on the said real estate; that the rents and profits of the said real estate will not satisfy the said liens thereon in five years. In tender consideration whereof forasmuch as your orator is remediless in the premises, save by the aid of ^athe court of equity, where matters of this kind are a-lone and properly cognizable, your orator prays thatthe said W. M. Venable be made party defendant to this bill, and required to answer the same, but not on oath that being waived; that an account of liens on the real estate of said Venable be taken, by a commissioner of the honorable court, and their amounts and priorities ascertained and fixed; and that the real estate belonging to said Venable, or as much thereof as may be necessary, be sold to satisfy said liens, and that your honor will grants unto your orator such further and general relief as may be consistent with equity, and the case requires. And your orator will ever pray &c.

Orr & Noel, P. Q.

Pliffs Costs

Murray Clerk \$5.23
Sheriff's fee - 1.50
Co. Clerk - 25
Atty - 15.00
Estimated - 5.00
\$25.98

Wm W Lambert.

Bill in Chy.

W. M. Venable.

1903. 2nd September rules
bill filed Spa Executed
+ Decree Nisi

" 1st October rules D.N.
Confirmed + Cause set
for hearing.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining your orator I.D.Glass, would respectfully show to your Honor that he is a son and one of the heirs at law of W.G.Glass, deceased; that the said Glass departed this life intestate on or about the ___ day of _____, 18___; that before his death, to-wit, about the 1st day of January 1892, he sold to one W.M.Venable a tract of land on the north side of Powells mountain in this County, adjoining the lands of M.N.Glass, James Gillenwaters and others, containing $42\frac{1}{2}$ acres, at and for the price of \$800.00; that at the time of said sale the said Venable paid down in cash the sum of about \$460.00, leaving a balance still due of \$342.42, which was divided into two parcels of \$171.21 each for which notes were executed due respectively in one and two years time, bearing interest from date.

Your orator is informed, beleives and charges that at the time of this sale or shortly thereafter the said W.G.Glass made executed and delivered a deed in fee simple with covenants of general warranty, and in which his wife joined, by which he conveyed said tract of land to the said W.M.Venable, retaining in said deed a vendor's lien for the deferred payments. But while this deed was thus made executed and delivered it has never be spread by the said Venable upon the records of this County, and therefore it is impossible for your orator to file a copy of said deed with this bill, however, he will state that the said Venable admits the execution of said deed, its delivery to him and the fact that in said deed a lien is retained for the unpaid balance of purchase money then remaining due and unpaid.

Your orator will now further state that it is probable that a part of said deferred installments of the purchase price of said land was paid to the said W.G.Glass in his life-time, but of this fact he has no personal knowledge.

Your orator will now state that at the time of his death, the said W.G.Glass left surviving him, a widow, Mary E.Glass, and the

following children, to-wit, Sampson Glass, Pierce Glass, Nellie Glass and your orator I.D. Glass, his sole heirs at law, to whom all his property both real and personal descended. The said W.G. Glass at the time of his death was not in debt to any extent and it was thought useless to have an administrator appointed for his estate, and acting upon this view, the said W.M. Venable paid of this unpaid balance of purchase money to the mother brothers and sister of your orator, the sum due to each one of them out of the unpaid balance of said purchase money, but he did not pay to your orator the sum due to him as his share of the same, but in lieu thereof executed and delivered a note to your orator's mother for \$64.81, due one day after date and dated on the 9th day of November, 1902, by which he bound himself waiving the benefit of the homestead exemption, to pay to your orator said sum of money, the same being his part of the land purchased by the said Venable from W.G. Glass. Said note is herewith filed as part hereof marked "Note No. 1". It is proper for your orator to state that he was not present when this transaction was had, knew nothing of it until sometime thereafter, and that he never in fact accepted said note himself with any intention of in any way novating the original purchase money note, and he is advised that it is not the intention of the said W.M. Venable or the persons with whom he made said settlement, to novate said original debt, but the only thing intended was to ascertain the amount due to your orator who was then in the west, and provide a means of his getting the exact amount due to him without another settlement.

Your orator is advised and here charges that said sum of \$64.81 which is thus due to him is a part of the original purchase price of said land for which said lien was retained in said deed, and he avers that the same and no part thereof has ever been paid to him or to any one for him, and that the same constitutes a lien upon said tract of land.

Now the object of this suit is to enforce said lien and to collect from said Venable said sum of \$64.81 with its interest.

And being without adequate remedy at law he prays your ~~XXXXX~~

honor's court of chancery to take cognizance of his cause and grant him proper relief, and to this end he prays that W.M.Venable, Mary E.Glass, widow, Sampson Glass, Pierce Glass, and Nellie Glass, Children and heirs at law of W.G.Glass, deceased, be made parties defendant to this bill; that they each be required to answer the same but they need not do so under oath, that being waived; that the said W.M.Venable be required to produce said deed and file the same either in the papers of this cause, or in the Clerk's office of the County Court of this County for recordation; and that upon a hearing of this cause your orator be decreed a lien for the amount shown to be due him on said land, and that said land be sold to satisfy the same, if said lien is not otherwise paid; and for full general relief.

And he will ever pray &c.

A. M. Goris)
C. T. Duncan) :-P. Q.

\$ 64 81 One day I bind my self heirs &
to pay to J. L. Glass the Sum of \$64 ⁸¹/₁₀₀
sixty four dollars and Eighty one cts
for value received of him and I hereby waive
the benefit of the homestead as to this
note this being his part of the land
that I bought of W^m G. Glass now dec
Witness my hand and Seal this Nov 9 / 1902

W. M. Venable Seal

Exhibit with Bill
"Note No. 1"

Plffs Costs assigned to
 Munsey Clerk \$4.93
 Sheriff 2.00
 Atty 5.00
 Estimated 5.00
 \$16.93

Munsey costs as clerk
 assigned to A.M. Gains

J. D. Glass

vs. { Bill in Chy.

W. M. Venable et al

1903. 1st October rules bill
 filed & pa executed
 and Decree Nisi
 " 2nd October rules D.N.
 Confirmed and Cause
 set for hearing

Anderson, Smith & Son
 Augustus Wright Co.

Powells Valley Bank,

vs.

Wm.M.Venable et al.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Humbly complaining your petitioners J.C.Noel and C.T.Duncan, will respectfully show unto your Honor that heretofore, to-wit, on the ____ day of _____, 1903, the Powell's Valley Bank a corporation, filed its bill in chancery in this Honorable Court against one William M.Venable and others, the object of which bill was to enforce the lien of various judgments in favor of said plaintiffs and others against said Venable and to subject to the payment thereof various tracts of land owned by said Venable.

Your petitioners will now further show your Honor, that before the institution of said chancery cause and during its pendency, said several creditors of said Venable sued out executions on their judgments and placed them in the hands of the Sheriff of Lee County for execution and levy, on which executions various proceedings were had, levies made and collections effected.

Your petitioners will now show your Honor that such proceedings were had in said chancery cause as resulted in a decree for a sale of the several tracts of land owned by the said W.M.Venable and the appointment of a commissioner to execute said decree; that on the 30th day of April, 1904, said Commissioner proceeded to execute said decree by exposing said lands for sale and selling the same. Among the lands sold was a tract of land known as the C.T. Stamper land, described as containing 100 acres.

Your petitioners will now show your Honor that some time prior to any of the aforesaid proceedings, the said Wm.M.Venable, instituted in the Circuit Court of Lee County his action of ejectment against C.T.Stamper, the object of which action was to recover the possession of said 100 acre tract of land and to settle a dispute with regard to the title thereto; that after the institution of said action of ejectment, the said C.T.Stamper presented to the Judge of the Circuit Court of Lee County, in vacation, his bill

asserting ownership to said tract of land and praying that said Venable be enjoined and inhibited from further proceeding in his said suit in ejectment until the matters and things set up in the said bill could be determined; that the prayer of said bill for injunction was granted, the order therefor to become effective upon the execution by the said Stamper of a bond in the sum of \$250.00 conditioned to pay all such costs and damages as should be incurred or suffered by any person by reason of said injunction, in event that said injunction should thereafter be dissolved.

Your petitioners will further show your Honor that such proceedings were had in said last mentioned chancery cause as resulted in a dissolution of said injunction and the dismissal of said bill; that on the dissolution of said injunction there was adjudged to the defendant his costs, including, as cost in the Supreme Court of Appeals, an attorney's fee of \$20.00, and, in the Circuit Court of Lee County the legal attorney's fee of \$15.00.

Your petitioner will further show your Honor that they paid on the cost of said chancery cause in the Supreme Court of Appeals the sum of \$15.98, which payment to the extent of \$14.53 was paid before said cause was heard in said Court, and was necessary to be paid before said cause was called for hearing in order to prevent its being dismissed.

Your petitioners will now show your Honor that by reason of the dissolution of said injunction and the dismissal of said bill the said bond became forfeited and a right accrued to those entitled thereto to have and collect from the said Stamper and his surety, the said sum of \$250.00, the amount of said bond; that said sum as petitioners are advised, is a fund in said last mentioned chancery cause.

Your petitioners will now show your Honor that during the pendency of the said chancery cause of the Powell's Valley Bank vs. Wm. M. Venable et al, while said plaintiff and the other judgment creditors had their executions in the hands of the Sheriff for collection, said creditors sued out from the Clerk's Office of the Circuit Court of Lee County a summons on suggestion against the said C.T.

Stamper, and S.E. Shelburn the surety on said injunction bond, to answer of their indebtedness to the said Wm.M.Venable on account of said bond aforesaid; that after said summons on suggestion was sued out and after it had been served on said Stamper and Shelburn, as your petitioners are informed, the said obligors on said injunction bond paid to the Sheriff or to the attorney for the said creditors, the sum of \$250.00 the amount of said injunction bond, that said sum of \$250.00 so collected on said injunction bond was brought into said creditors suit and paid to the creditors or their attorneys and credited on the lien debts asserted in said cause against the lands of the said Venable, including the said C.L. Stamper 100 acre tract.

Your petitioners will now show your Honor that they were the attorneys for the said Wm.M.Venable, both in the Circuit Court of Lee County, and in the Supreme Court of Appeals, in said injunction cause, in which said bond was executed and that it was by their efforts that said bond became forfeited and that said fund of \$250.00 became due to the said Wm.M.Venable and they are advised that by reason thereof they became and were entitled to a lien upon said fund of \$250.00 for their fee in said cause, which fees amounted to \$412.50, that is \$212.50 to your petitioner C.L.Duncan, and \$200.00 to your petitioner J.C.Noel; that they are advised that this said sum of \$250.00 is their money and not that of the said creditors in said creditors suit.

If petitioners are mistaken in their contention and claim next above set out, then they are advised, that they are advised that they are entitled to have paid to them out of said sum of \$250. the amount of said bond, the sum of \$50.98, being \$20.00 legal attorney's fee recovered in the Supreme Court of Appeals, \$15.00 legal attorney's fee recovered in the Circuit Court of Lee County in said injunction suit, and the said sum of \$15.98 paid by them on the costs of said suit in the Supreme Court of Appeals; but by this last contention, petitioners ^{do not} release their claim to the whole of said sum of \$250.00, the full amount of said injunction bond.

Your petitioners have hereinbefore shown to your Honor that

the creditors in said lien creditors suit have collected and now have in their possession the said sum of \$250.00, which your petitioners allege is not the property of said creditors but rightfully belongs to your petitioners, and said money is now a fund in the said chancery cause of Powell's Valley Bank et al vs. W.M.Venable et al, that they have given credit for the said sum on their claims in said suit, and being so in possession of your petitioners' money, and their being money due said creditors in said chancery cause and under the control of the Court, your petitioners are advised that it is proper and right that this sum of \$250.00 should be paid to your petitioners out of the fund in the hands of the Court's Commissioner in said cause going to said creditors. Petitioners are advised that such a course will prevent multiplicity of suits and do no injustice to any one.

It is proper here to state that after the creditors of the said Venable had denied that the fees of your petitioners aforesaid, constituted a lien on the said Stamper 100 acre tract of land, your petitioner Noel had the said Venable to confess judgment for \$200.00 the amount of his fee, and the same he supposes is covered by the said sales made of the said Venable land, but he never intended thereby to release his lien upon any fund or land, upon which his fees were properly a lien, but he is willing to give such credits or make such adjustment thereof as is proper, but such adjustment should be made, as petitioners are advised, as will insure the payment in full of the fee of both your petitioners.

The prayer of your petitioners is that they be allowed to file this their petition in the said cause of Powell's Valley Bank et al vs. W.M.Venable, that the Powell's Valley Bank, a corporation,

William Lambert, D. J. Baumer Admr. & C. J. D. Glass
Nancy Davis, D. E. Hickaw, Myers Dry Goods Co.

be made parties defendant to this petition, that they be required to answer the same, but not under oath as answer under oath is expressly waived, that upon a hearing the said creditors defendant who received said money be required to pay to your petitioners the

said sum of \$250.00 so received by them and for full general relief.

And they will ever pray &c.

C. J. Duncan
J. C. Noel

Powell's Valley Bank col
vs. { In Chy

Wm M. Vinoble

Petition of
J. C. Noel decd
C. F. Duncan

Powells Valley Bank,

vs.

Wm. M. Venable et al.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Humbly complaining your petitioners J. C. Noel and C. T. Duncan, will respectfully show unto your Honor that heretofore, to-wit, on the ____ day of _____, 1903, the Powell's Valley Bank a corporation, filed its bill in chancery in this Honorable Court against one William M. Venable and others, the object of which bill was to enforce the lien of various judgments in favor of said plaintiffs and others against said Venable and to subject to the payment thereof various tracts of land owned by said Venable.

Your petitioners will now further show your Honor, that before the institution of said chancery cause and during its pendency, said several creditors of said Venable sued out executions on their judgments and placed them in the hands of the Sheriff of Lee County for execution and levy, on which executions various proceedings were had, levies made and collections effected.

Your petitioners will now show your Honor that such proceedings were had in said chancery cause as resulted in a decree for a sale of the several tracts of land owned by the said W. M. Venable and the appointment of a commissioner to execute said decree; that on the 30th day of April, 1904, said Commissioner proceeded to execute said decree by exposing said lands for sale and selling the same. Among the lands sold was a tract of land known as the C. T. Stamper land, described as containing 100 acres.

Your petitioners will now show your Honor that some time prior to any of the aforesaid proceedings, the said Wm. M. Venable, instituted in the Circuit Court of Lee County his action of ejectment against C. T. Stamper, the object of which action was to recover the possession of said 100 acre tract of land and to settle a dispute with regard to the title thereto; that after the institution of said action of ejectment, the said C. T. Stamper presented to the Judge of the Circuit Court of Lee County, in vacation, his bill

asserting ownership to said tract of land and praying that said Venable be enjoined and inhibited from further proceeding in his said suit in ejectment until the matters and things set up in the said bill could be determined; that the prayer of said bill for injunction was granted, the order therefor to become effective upon the execution by the said Stamper of a bond in the sum of \$250.00 conditioned to pay all such costs and damages as should be incurred or suffered by any person by reason of said injunction, in event that said injunction should thereafter be dissolved.

Your petitioners will further show your Honor that such proceedings were had in said last mentioned chancery cause as resulted in a dissolution of said injunction and the dismissal of said bill; that on the dissolution of said injunction there was adjudged to the defendant his costs, including, as cost in the Supreme Court of Appeals, an attorney's fee of \$20.00, and, in the Circuit Court of Lee County the legal attorney's fee of \$15.00.

Your petitioner will further show your Honor that they paid on the cost of said chancery cause in the Supreme Court of Appeals the sum of \$15.98, which payment to the extent of \$14.53 was paid before said cause was heard in said Court, and was necessary to be paid before said cause was called for hearing in order to prevent its being dismissed.

Your petitioners will now show your Honor that by reason of the dissolution of said injunction and the dismissal of said bill the said bond became forfeited and a right accrued to those entitled thereto to have and collect from the said Stamper and his surety, the said sum of \$250.00, the amount of said bond; that said sum as petitioners are advised, is a fund in said last mentioned chancery cause.

Your petitioners will now show your Honor that during the pendency of the said chancery cause of the Powell's Valley Bank vs. Wm. M. Venable et al, while said plaintiff and the other judgment creditors had their executions in the hands of the Sheriff for collection, said creditors sued out from the Clerk's Office of ^{the Circuit} ~~Lee County~~ Court of Lee County a summons on suggestion against the said C.T.

Stamper, and S.E. Shelburn the surety on said injunction bond, to answer of their indebtedness to the said Wm.M. Venable on account of said bond aforesaid; that after said summons on suggestion was sued out and after it had been served on said Stamper and Shelburn, as your petitioners are informed, the said obligors on said injunction bond paid to the Sheriff or to the attorney for the said creditors, the sum of \$250.00 the amount of said injunction bond, that said sum of \$250.00 so collected on said injunction bond was brought into said creditors suit and paid to the creditors or their attorneys and credited on the lien debts asserted in said cause against the lands of the said Venable, including the said C.L. Stamper 100 acre tract.

Your petitioners will now show your Honor that they were the attorneys for the said Wm.M. Venable, both in the Circuit Court of Lee County, and in the Supreme Court of Appeals, in said injunction cause, in which said bond was executed and that it was by their efforts that said bond became forfeited and that said fund of \$250.00 became due to the said Wm.M. Venable and they are advised that by reason thereof they became and were entitled to a lien upon said fund of \$250.00 for their fee in said cause, which fees amounted to \$412.50, that is \$212.50 to your petitioner C.L. Duncan, and \$200.00 to your petitioner J.C. Neel; that they are advised that this said sum of \$250.00 is their money and not that of the said creditors in said creditors suit.

If petitioners are mistaken in their contention and claim as it above set out, then they are advised that they are advised that they are entitled to have paid to them out of said sum of \$250. the amount of said bond, the sum of \$50.98, being \$20.00 legal attorney's fee recovered in the Supreme Court of Appeals, \$15.00 legal attorney's fee recovered in the Circuit Court of Lee County in said injunction suit, and the said sum of \$15.98 paid by them on the costs of said suit in the Supreme Court of Appeals; but by this last contention, petitioners ^{do not} release their claim to the whole of said sum of \$250.00, the full amount of said injunction bond.

Your petitioners have hereinbefore shown to your Honor that

the creditors in said lien creditors suit have collected and now have in their possession the said sum of \$250.00, which your petitioners allege is not the property of said creditors but rightfully belongs to your petitioners, and said money is now a fund in the said chancery cause of Powell's Valley Bank et al vs. W.M. Venable et al, that they have given credit for the said sum on their claims in said suit, and being so in possession of your petitioners' money, and their being money due said creditors in said chancery cause and under the control of the Court, your petitioners are advised that it is proper and right that this sum of \$250.00 should be paid to your petitioners out of the fund in the hands of the Court's Commissioner in said cause going to said creditors. Petitioners are advised that such a course will prevent multiplicity of suits and do no injustice to any one.

It is proper here to state that after the creditors of the said Venable had denied that the fees of your petitioners aforesaid, constituted a lien on the said Stamper 100 acre tract of land, your petitioner Noel had the said ^{Venable} ~~Venable~~ to confess judgment for \$200.00 the amount of his fee, and the same he supposes is covered by the said sales made of the said Venable land, but he never intended thereby to release his lien upon any fund or land, upon which his fees were properly a lien, but he is willing to give such credits or make such adjustment thereof as is proper, but such adjustment should be made, as petitioners are advised, as will insure the payment in full of the fee of both your petitioners.

The prayer of your petitioners is that they be allowed to file this their petition in the said cause of Powell's Valley Bank et al vs. W.M. Venable, that the Powell's Valley Bank, a corporation,

be made parties defendant to this petition, that they be required to answer the same, but not under oath as answer under oath is expressly waived, that upon a hearing the said creditors defendant who received said money be required to pay to your petitioners the

said sum. of \$250.00 so received by them and for full general
relief.

and they will ever pray &c.

Powell's Valley Bank &c
vs. { DuValley
Wm M. Venable

Petition of
Duncan & Noel,

Copey

*That on the same day and year and in the same court in which said judgements aforesaid were rendered, your petitioner also obtained another judgement against W.M.Veanable and F.E.Veanable for the sum of \$462.20 with interest on \$420.19 from the 1st day of May 1903, and on \$42.01 from the 12th day of June, 1903, and \$6.68 costs.

To the Hon.H.A.W.Skeen,Judge of the Circuit court for Lee County:

Humbly complaining your petitioner,The Powell's Valley Bank, an incorporation,would respectfully represent and show unto your honor as follows:

That on the 12th day of June,1903,it recovered a judgement in the Circuit court for Lee County,bu confession in the Clerk's office, against W.M.Venable and W.S.Hickam,the said Venable being principal and said Hickam surety,\$2221.34,with interest on \$644.40,from the 15th day of March,1903,and on \$1000.00 from June 15.1903,and on \$412.59 from March 27,1903,and on \$164.42 from June 12,1903,and costs \$7.78;

That on the same day and year the said last named judgement was rendered,your petitioner also recovered another judgement against the said W.M.Veanable as principal and D.E.Hicham as surety,for the sum of \$160.00,with interest thereon from the 40th day of June 1903,and \$6.68 costs.On this same debt there was rendered also a judgement against J.P.Glass at the July term of the Circuit Court,1903.

That on the same day and in the same court in which said last two named judgements were rendered your petitioner also recovered another judgement agaibst W.M.Venable and J.B.Elkins,the said Venable as principal and said Elkins as surety,for the sum of \$364.53,with interest on \$332.21,from the 19th day of July,1903,and on \$32.32 from the 12th day of June,1903,and \$6.68 costs.

Your petitioner will furthur represent and show unto your honor that said judgements rendered as aforesaid are still due and owing to your petitioner and that the same have not been paid.

Your petitioner is also advised that there are a large number of other judgements rendered against the said Venable since the said judgements aforesaid were rendered against the said Venable, which your orator is advised has not been paid.

Your petitioner furthur alleges and will show unto your honor that at the time of the rendition of the said judgements aforesaid and now the said venable is the owner of certain real estate situated in the said county of Lee,on the waters of walden's creek,viz:

1-A tract of land said to contain 62 acres, and being the same tract of land that was purchased by the said W.M.Venable from M.N.Glass and wife, by deed dated the 23rd day of March, 1896 a copy of which is here filed with this bill as exhibit "A";

2-A tract of land containing 106 acres, being the same land that was conveyed to the said W.M.Venable by J.M.Stamper and others by deed dated the 19th day of November, 1900, a copy of which is here filed as part of this bill as exhibit "B".

As appears from the said deed and from the title to this tract of land it is subject to a lien of \$1000 to be paid to Nancy M.Davis executors or administrator two years after her death.

3-A tract of land conveyed by Minervia Bays to the said Venable by deed dated the 2nd day of March, 1900, a copy of which is here filed as part of this bill as exhibit "C". C.T.Stamper is in the possession of this tract of land and by a decree of the Circuit Court for Lee County is the owner thereof, said Venable has pending in the Court of Appeals an appeal from the said decree, and in the event the said decree of the said lower court is reversed the said judgements against said Venable would attach to the said land.

4-A tract of land containing about 50 acres and being the same land that was conveyed to the said Venable by George Glass. Said deed from said Glass is not upon record, and your petitioner can not file a copy thereof, but it here specially prays that the court require the said Venable to file said deed with his answer, and if he fails to answer that the court award a subpoena duces tecum for said paper.

Your petitioner will further represent and show unto your honor that said land will not rent for a sum sufficient to pay said indebtedness and judgements in five years, but the same will have to be sold.

The premises considered your petitioner is advised that it has the right to maintain this suit for the purpose of enforcing the said judgement liens against the said lands of the said Venable and to have the priorities fixed, and all liens ascertained and a sale made

to satisfy the said liens according to their several priorities.

The prayer therefore of your orator is that the said W.M.Venabl
W.S.Hickam,D.E.Hicham,F.E.Veanable and Nancy M.Davis be made parties
defendant to this bill of complaint,and be required to answer the same
but not under oath that being expressly waived,that upon a hearing
a commissioner be appointed and required to accertain and report all
the liens against the lands of the said Venable,and whether or not
the same will rent for a sum sufficient to pay the Judegement
liens exclusive of the other liens,if any,that upon the coming in of
said commissioners report and the accertainment of the said liens and
their several priorities a decree be rendered awarding a sale of
the said lands or enough thereof as shall be necessary to satisfy
the said liens; and may all other and furthur relief be branted your
petitioner that te nature of its cause and good concience requires
and he will ever pray &c.

Permythe Prosa - P.Q.

Powell's Valley Bank, Complt.

vs: Bill in Chancery,

W.M. Venable, et al, Defts.

Pennington Brothers, P.Q.

Plffs Costs

Musey Clerk \$5.85

Ewing " 2.45

J. McCall Sheriff -- 4.00

Co. Clerk -- 2.40

Atty. -- 15.00

Ewing C. -- 75

Com. going 60.75

\$91.20

Estimated 500

Printer 7.60

\$103.80

Total cost of Ewing,

C. \$18.10

tr. 320

Powells Valley Bank)	
vs.)
W.M.Venable et al)	Petition of D.E.Hickam.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County.

Your Petitioner, D.E.Hickam, would respectfully represent and show unto your Honor that the Powells Valley Bank, an In- corporation, has now pending in your Honor's court against W.M. Venable et al, a chancery suit for the purpose of ascertaining the liens against the lands of W.M.Venable et al and enforcing such liens against said lands. A commissioner has been appointed in said cause to ascertain and report the liens against the lands of W.M.Venable and has made his report and filed the same in this cause. There is a judgment reported in said cause in favor of the said Powells Valley Bank against D.E.Hickam, W.M. Venable and John P.Glass for the sum of \$160 interest and costs, which was rendered at the November term, 1903, of your Honor's court and is reported as one of the judgments, as 12th in priority. Your Petitioner would respectfully represent and show unto your Honor that on the 15th day of December, 1903, he paid to the sheriff of Lee County upon an execution, the sum of \$150 and that on the 23 day of January 1 1904, he paid the remaining part of the said judgment, amounting to the sum of \$23.84. He is advised, therefore, that he is entitled to be subrogated to the rights of the said Powells Valley Bank for the amount which he has paid upon said judgment, for he alleges that he was simply the security of the said W.M.Venable, as is shown by the said commissioner's report. The prayer, therefore, of your Petitioner is that he be subrogated to the rights of the Powells Valley Bank and that he be given judgment upon the

He has paid over this the sum of \$192.21 on Jan 1 - 1904, the balance is \$23.84

This due + unpaid to 1904

amount paid by him and decreed to have a lien in the room and
stead of the said Powells Valley Bank as reported in the said
commissioner's report, and your Petitioner will ever pray, etc.

*Respectfully Obedient
Your Petitioner*

Prussia's Vices ^{Book}

73. $\begin{matrix} \text{Petition} \\ \text{of DE} \\ \text{Nichols} \end{matrix}$

H. M. Kewell

Powell's Valley Bank, Complainant,

vs.

W.M.Venable et al, Defendants.

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County.

Your Petitioner, G.C.Duff, would respectfully represent and show unto Your Honor, that there is reported in this cause, a judgment in favor of J.Baker against your Petitioner and W.M.Venable. Your Petitioner respectfully represents unto Your Honor, that said debt is not the debt of your Petitioner, but that he was only security thereto for the said W.M.Venable, and on the 11th day of January, 1904, your Petitioner was compelled and did pay to D.B.Eyington, deputy sheriff, upon an execution issued upon said judgment, the sum of \$674.56. Your Petitioner further represents that there is another judgment reported in this cause by the commissioner of Pennington Gap Bank vs. W.M.Venable, F.E.Venable, H.L.Slenn and your Petitioner. Your Petitioner represents that he was co-surety along with H.L.Slenn and F.E.Venable for the said debt, and that the said W.M.Venable is the party who owes said debt primarily. Your Petitioner represents unto Your Honor, that on the 7th day of January, 1904, upon an execution issued upon said judgment, he paid to D.B.Eyington, deputy sheriff, the sum of \$352.08. Your Petitioner is advised that he ^{is} entitled to subrogation of the rights of said plaintiffs in said judgment for the amount which he paid as above stated, and the right to contribution between his co-sureties for the amount, which he paid upon the said Pennington Gap Bank judgment. The prayer, therefore, of your Petitioner is, that he be substituted to the rights of said plaintiffs in said judgment, so far as he has been forced to pay said sums of money, and that F.E.Venable and H.L.Slenn be required to pay back to him such

sum of money, as he has paid over and above the amount which he should have paid upon said judgment, and that he be given full relief as against them, and that the said H.L.Clepp, F.L.Venable, Pennington Gap Bank and A.J.Baker be made parties to this petition and be required to answer the same and pay all further and general relief be granted your Petitioner, as the nature of his cause and good conscience may require, and he will ever pray, etc.

Chambers P. J.



Jan 11 - 1904
Received from G. C. Daff -
Six Hundred & Seventy Four ¹⁰⁰ Dollars.

on account of A. J. Bolor v. G. C. Daff &
H. M. Wheeler -

\$674.56

D. B. Byington & S.

Ex. D. S. L. Co.

Penn's Valley Post--

v 3 Petition of
H. C. Daff.

N. M. Venable et al

Filed by leave of
Court July 18
1904 - H. C. Daff
clerk

To the honorable J. A. W. Sheen Judge
of the Circuit Court of Lee County Va.

Your petitioner J. J. Ball, would respectfully
represent and shew unto your honor that
Pauells Valley Bank and one Wm Lambert
each have pending in your honor's court
a ^{lien} creditors bill against one W. M. Venable,
which causes were brought on to be heard
together at the last term and a Commissioner
was appointed to take an account of
liens against said Venable's real estate,
which Commissioner has made a report in
said cause of said liens. Your petitioner
will further represent and shew unto your
honor that on the 13th day of Feb' 1904,
he obtained before H. C. Jaslyn, a Justice
of the Peace, for the sum of \$63.19 with
interest thereon from said 13th day of
Feb' 1904. until paid and \$10.02, A copy of
which judgment is herewith filed as part
hereof marked "Ball Judgment".

Now the prayer of your petitioner is that he
be permitted to file this his petition in said
causes, and that his said judgment be de-
creed to be a lien on said Venable's real estate
and given its proper position as to priority,
and that he be permitted to share in the fund
arising from the sale of said real estate
according to its position among the liens

Wm. Lambert & others
vs. Petition of S. J. Ball.
W. M. Venable.

Filed in open Court
and by leave thereof
This Feb. 16. 1904

H. C. T. Curing Clerk

against said real estate, and for general
relief. And your petitioners will ever pray &c.
D. W. Noel, for petitioners.

TO THE HONORABLE H. A. W. SWEN, JUDGE OF THE CIRCUIT
COURT FOR LEE COUNTY:

The Answer of W. W. VENABLE to a Bill in Chancery Filed
in this Honorable Court by W. W. LAMBERT ET AL:

FOR ANSWER to the said bill, or so much thereof as may be
necessary that your respondent should answer, answering he says:

That on the 20th day of March, 1902, the said W. W. Lambert
and your respondent entered into a written contract, which is
here filed as a part of this answer, whereby the said Lambert
sold unto your respondent two certain boundaries of timber, men-
tioned and described in the said contract, in consideration of
the sum of \$200.00 to be paid December 1, 1902. As shown
by the said petitioner's bill in the July term, 1907, of Your
Honor's Court, the said W. W. Lambert obtained a judgment for
the said sum of \$200.00, with interest thereon and the costs of
the suit. Before and about the time said judgment was rendered,
several other creditors of your respondent obtained other
judgments against your respondent for quite large sums of money;
and your respondent became very much involved and financially
embarrassed. Executions were issued upon several of the
judgments rendered against your respondent, and the personal
property of your respondent was levied upon, along with which
was the said timber mentioned in the said contract. After your
respondent, however, became involved with these financial
troubles, the said W. W. Lambert refused to allow your respondent
to remove said timber from said land, although he had sued for
and obtained a judgment for the purchase price of the same and
at a sale, which was being made by the sheriff of the property
of your respondent, the said W. W. Lambert announced publicly
that no person should be allowed to remove said timber until
said judgment was paid. Your respondent, therefore, was prevent-

ed from using said timber and his creditors were prevented from having the value of the same applied to the payment of their debts; and the said W. W. Lambert has continuously refused, from the time that he obtained said judgment up to the present time, to allow your respondent to move, or have moved, or sell the said timber mentioned in said contract. As shown by the papers in this cause, this suit has been brought on to be heard with the case of The Powell's Valley Bank v.

W. M. Venable et al; and the two suits made a general creditors' suit, in which there has been an account of liens taken, and the said judgment of the said W. W. Lambert reported as a lien against the real estate of your respondent; and a decree has been rendered in the said causes, decreeing a sale of the real estate of your respondent to pay the said debt of the said W. W. Lambert, along with the other judgment and lien creditors. Your respondent, however, denies the right of the said W. W. Lambert, both to recover and collect the said judgment, and to keep the said timber and prevent your respondent from using, selling or removing it from said land. Your respondent alleges that the said Lambert has sold a portion of the said timber, and that he has destroyed a large quantity of the remaining part thereof, and that your respondent has been damaged by the failure of the said Lambert to allow him to move the said timber, or to sell the same, and by his selling his said timber, the sum of \$200.00. Your respondent, therefore, says that the said W. W. Lambert should be restrained from collecting the said judgment out of the sales of the real estate of your respondent; *sums or cancelled for failure of consideration on* and prays that the said judgment be credited with whatever damage the said respondent has sustained by reason of the refusal of the said Lambert to allow your respondent to move the said timber, and the said damages sustained by the said Lambert selling and destroying said timber: and may all other further

relief be granted your respondent against said judgment, as may
that this account be treated as a Cross bill against N. O. O.
be necessary to grant equitable relief; ~~and he will pay the same~~
Lombard & Co be required to answer the same but not
under oath, & he will answer pray &c.

Quinnipiac Bros p.d.

N. M. Venable
acts. ³ _{mm} as usual

N. M. Lombert.
~~~~~  
~~~~~

Pennington Bros.
ATTORNEYS AT LAW
JONESVILLE AND PENNINGTON GARVA.

The entire judgment is excepted to — because the defendant has complete opportunity to make his defense at law and failed to make any defense whatever and no sufficient reason is alleged in said answer as to why he did not make his defense at law. Judgment must affirm it here by default.
And because if the debt has any priority in equity it is by inference and not by admission in this answer.
Over-ruled
for the defendant

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County, Virginia:

The separate answer of Nellie Glass to a bill in equity exhibited against her and others in this Honorable Court by I.D. Glass.

Your respondent answering said bill would respectfully show your Honor that she has read and carefully considered the same, and she here admits that the allegations therein contained are true, and that in so far as she has any information or knowledge the said plaintiff is entitled to the relief prayed for in said bill.

And now having fully answered said bill, respondent prays to be hence dismissed with her cost in this behalf expended.

A. M. Goring, p.d.

J. D. Glass

vs. { Ans. of Nellie Glass

W. M. Tumble et al

Filed in open
Court and by leave
thereof Nov. 6, 1903

A. B. Munsey Clerk.

Powell's Valley Bank, et al	Plaintiff)	
VS.)	
W. M. Venable et al.....	Defendant	)	In Chancery
and)	
I. D. Glass.....	Complainant)	
VS.		)	In Chancery
W. M. Venable, et al.....	Defendant)	
and)	
W. M. Lambert.....	Complainant)	
VS.		)	In Chancery
W. M. Venable, et al.....	Defendant.)	

This cause came on this day to be heard upon the papers formerly read therein and the report of Jas. W. Orr and R. L. Pennington, special commissioners, filed herein on the 12th day of Feb. 1907, and was argued by counsel.

Upon consideration of all which and it appearing to the court that the report of said commissioners is unaccepted to and it appears in therefrom that the said commissioners have collected and paid out all the purchase ^{money} due by F. E. Venable the purchaser in this cause, the ^{said} report is hereby approved and confirmed, and it appearing to the court that the said F. E. Venable is now entitled to a deed of conveyance for the several tracts of land purchased by her in this cause, it is further adjudged ordered and decreed that ^{J. W. Orr} R. L. Pennington who ~~is~~ hereby appointed ~~a~~ special commissioners for the purpose will make execute and deliver a good and sufficient deed of conveyance conveying to the said F. E. Venable, with covenants of ^{Special} ~~general~~ warranty, the several tracts of land purchased by her in this cause and ~~the~~ report ^{there} ~~is~~ actioned to the court.

And it now appearing to the court that the said ^{Orr} ~~R. L.~~ Pennington who ^{has} ~~is~~ hereinbefore directed to make execute and deliver to F. E. Venable, a deed of conveyance for the land purchased by her in this cause have performed the order of the court by making said deed as directed as shown by the report filed in this cause this day and the

said report and said deed being unaccepted to, the same is hereby approved and confirmed, and the said F. E. Venable will pay to the said ^{Or V} ~~E. H.~~ Pennington a usual fee of \$5.00 for making said deed and there remaining nothing further to be done in these causes, they are each stricken from the docket.

Powers Valley Basin

v.s. $\frac{1}{2}$ *Microgaster*

N.M. Vucobea et al

Entered in *CSB.*

#8, page 271

Even, this

July 25, 1907

H. A. W. S. K. M.

Powells Valley Bank,

plaintiff.

vs.

(In Chancery.)

W. M. Venable et al.

Defendants

and

W. W. Lambert,

Plaintiff.

vs.

(In Chancery.)

W. M. Venable et al.,

Defendants.

and

I. D. Glass,

Plaintiff.

vs.

(In Chancery.)

W. M. Venable et al.,

Defendants.

This cause came on this the 25th day of May, 1906, to be heard upon the papers formerly read in the cause and the report of J. W. Orr and Robt. L. Pennington, this day filed, and was argued by counsel: On consideration of all which, it appearing that no exceptions have been taken or filed to the said report, and it appearing from the said report that both of the purchase money notes executed by the said F. E. Venable are now past due and ^{are not fully} ~~that no payments what~~ ~~ever have been made thereon~~, on motion of certain of the creditors affected, it is therefore adjudged ordered and decreed that a rule be and same is hereby awarded against the said F. E. Venable and W. M. Venable, her surety on said purchase money notes, returnable to the first day of the next term of this court, to show cause, if any they can, why personal judgment shall not be taken against them for the sum of \$5136.26, the amount of the said two notes, with legal interest thereon from the 30th day of April, 1906, until payment, ^{Subject to such Credits as she may have made thereon.} and the costs of this rule, and also why the said lands shall not be sold at their risk, for the payment of the purchase price of same; and also why the court shall not enter an order directing the trustee to execute the deed of trust mentioned in the report of sale in this cause which was given as a further security for the payment of the purchase price of said land. And the cause is continued.

Powell Valley Banks

vs { die lily

W. M. Venable et al

Decree for sale

Entered in CCB
#8, page 173 re,

Enter this decree
May 25-1906

H. A. W. Skem

Powells Valley Bank, Complainant,

vs In Chancery,

W.M.Venable, et al , Defendants.

W.W.Lambert and Complainant

vs In Chancery,

W.M.Venable et al, Defendants.

I.D.Glass, and Complainant,

vs In Chancery,

W.M.Venable et al, Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the reports of J.W.Orr and R.L.Pennington filed therein on May 11, 1904, and Feby 22, 1905, respectively, and was argued by counsel:

On consideration of all which, and the said reports being each unecepted to are hereby approved and confirmed, and the sales therein reported to F.E.Venable ~~and~~ each hereby approved and confirmed, and the said F.E.Venable will take and hold the said several tracts of land purchased by her Subject to the lien of the purchase money to be paid thereon in this cause. And the said Orr and Pennington Comrs. will at once proceed to have the said deed of trust refered to in their report duly recorded in the office of the clerk of this county and in the registrors office in the city of Bristol, Tenn. And they will pay out the costs in their hands to the parties entitled, collect the purchase money when due and pay the same out to the parties entitled. And it furthur appearing to the court that J.T.Whitaker recovered a judgement against W.J.Mileham sheriff for money paid for tan bark which has been used ⁱⁿ payment on the debts of the Powell's Valley Bank, and that said W.M.Venable has already had credit for said sum of money upon the judgements hereinbefore decreed to be paid in this cause, which said judgement amounts to the sum of \$67.04, and that the same has been been paid by R.L.Pennington attorney for Poweal's Valley bank, it is adjudged ordered and decreed that said Orr and Pennington pay to said R.L.Pennington the sum of

\$\$68.18, with interest thereon from the 6th day of June, 1904, till
paid, out of the first money collected from the purchase price of
said lands on said notes. *And the cause is Continued.*

Powells Vally Bank et al,

vs Decree Conf. sale.

W.M.Venable et al.

*Entered in Chancery
A. B. page 586.*

Enter this decree

Feby 22, 1905.

H. A. [Signature]

POWELLS' VALLEY BANK ET AL)

vs.)

In Chancery.)

WM. M. VENABLE ET AL.)

This cause came on this day to be heard upon the papers formerly read therein and the motion of the plaintiffs for a decree directing the commissioners hereinbefore appointed, consisting of James W. Orr and R. L. Pennington, to make sale of the timber purchased by W. M. Venable from W. W. Lambert, which timber is situated on the land of W. W. Lambert, and was argued by counsel:

On consideration of all of which, it is adjudged, ordered and decreed that said Orr and Pennington, commissioners as aforesaid, after having advertised the time, terms and place of sale for thirty days, shall proceed to make sale, either publicly or privately as they may deem best, of the said timber on a credit of six month's time; and the proceeds realized from the sale of the said timber, over and above the costs and commissions of sale, the said commissioners shall first apply to the debt of the said W. W. Lambert reported in this cause and, if anything remains, then to the general indebtedness, according to the priorities fixed by the decrees hereinbefore entered; and they will report their action to the next term of this Court.

And this cause is continued.

and this article is compulsory.

to the next term of this Court.

Therefore entered; and they will record their action independently, according to the priorities fixed by the decrees in this sense and, if anything remains, then to the Government first apply to the Dept. of the sold W. W. Infort reported costs and completion of sale; the said commissioners shall realized from the sale of the said timber; over and above the amount on a credit of six month's time; and the proceeds principally or privately as they may deem best; at the sold

Paradise Valley Ranch

Acres for Sale

of Louisa & makes

H. M. Venable et al

Gen. Chcy, A. B.

No. 7. Page 52

used the time, found my place
ennington, commissioners as
which, the Commission, ordered
1890

Jacobson W. E. Lambert, and was
J. A. Lambert, M. W. E. Lambert,
E. L. Lambert, to make sale
of the same appointed,
tion of the plantation for a

M. S. ADVENTURE VI.

A.C.

IN CHRONOLOGY.

FOR THE YEAR 1911

THE POWELL'S VALLEY BANK, COM'PLT.

v.

W. W. VENABLE, DEF'T.

W. L. LINDERT, COM'PLT.

v.

W. W. VENABLE, DEF'T.

I. E. GLASS, COM'PLT.

v.

W. W. VENABLE ET AL, DEF'TS.

THESE CAUSES came on this day to be heard upon the papers formerly read therein; the report of Jas. W. Orr and R. L. Pennington, Com'rs., filed herein on May 11, 1864; the petition of J. C. Noel and C. T. Duncan filed herein by leave of court, to which petition each of the said creditors mentioned in the said suit are made parties, and to which said petition each of the said creditors by their counsel appeared and waived process; and ~~the answer of W. W. Venable to the above styled cause of W. W. Lambert~~ *to be treated as a cross bill vs. H. M. Lambert* *& become a separate cause* and was argued by counsel:

ON CONSIDERATION of all which, it is adjudged, ordered and decreed that the said report of said Orr and Pennington be and the same is hereby passed for consideration at the next term of this court; and that all questions, which may hereafter be raised by the defendants to the said petition of the said Noel and Duncan, are also passed and the said defendants thereto given until the next term of this court to file their answers, objections and demurrer. *& says H. M. Venable is allowing to file his said answer to be treated as a cross bill vs. H. M. Lambert* And this cause is continued.

Rivers Valley Bury

4th Decr

H. M. Venable

En. CCB, No. 7,
Page 485.

Get this
Dear Mary

v3 1922

1/2 A. W. Sh. 1

I. D. Glass,	Complainant	,	
vs		)	InChancery,
W.M.Venable, et al,	Defendants)	
The Powells Valley Bank, Complainant,)	
vs.		)	In Chancery.
W.M.Venable, W.S.Hickam, D.E.Hickam,)	
J.P.Glass, J.E.Elkins, Francis F.Venable,)	
J.F.Allen and Nancy M.Davis, Defendants.)	
Wm.W.Lambert, Complainant)	
vs.		)	In Chancery.
W.M.Venable, Defendant.)	

These causes came on this day to be heard upon the papers formerly read therein and the report of special commissioner A.M.Goins filed herein on January 8, 1904, and the written exceptions of the Powells Valley Bank, G.C.Duff and D.E. Hickam endorsed thereon and the written exceptions of F.E. Venable filed to said report and the supplemental report of the said A.M.Goins, commissioner, filed February 4, 1904, the petition of G.C.Duff filed herein by leave of court and the petition of T.J.Ball filed herein by leave of court and the petition of F.E.Venable filed herein by leave of court and the petition of D.E.Hickam filed herein by leave of court, and was argued by counsel: On consideration of all which, it is adjudged, ordered and decreed that the exceptions of the said Powells Valley Bank, G.C.Duff and D.E.Hickam be and the same are hereby sustained to the said report of said commissioner and the said report of said commissioner is hereby corrected so as to conform with the exceptions made by said parties, and the exceptions of the said F.E.Venable are hereby passed for her to make proof of the allegations set up in her petition and exceptions, and said report, in all other particulars not mentioned by said exceptions, is hereby approved and confirmed.

It is further adjudged, ordered and decreed that Nancy M. Davis is hereby adjudged to have the first lien upon the 160 acre tract of land conveyed by J.M.Stamper to W.M.Venable

for the sum of \$1000 to be paid two years after the death of said Nancy W. Davis; that I.D. Glass is hereby adjudged to have the first lien upon the 42-1/2 acre W.G. Glass tract of land for the amount of his debt and the costs of his suit, and it is adjudged, ordered and decreed that the said I.D. Glass recover of the said W.M. Venable the sum of \$64.81 with interest thereon from the 9th day of November, 1902, until paid and the costs of his said suit. It is further adjudged, ordered and decreed that the Powells Valley Bank recover of the said W.M. Venable and W.S. Hickam the sum of \$1158.94 with interest on \$1150.83 part thereof from the 1st day of March, 1904, until paid, subject to a credit of \$160.54 as of February 1, 1904; and the costs of its suit herein; that said Powells Valley Bank recover of the said W.M. Venable and E.E. Hickam and J.P. Glass the sum of \$38.80 with interest on \$38.64 from the 1st day of March, 1904 until paid, subject to a credit of \$40.90 as of January 1, 1904; that said Powells Valley Bank recover of W.M. Venable and J.P. Elkins the sum of \$812.71 with interest on \$207.15 part thereof from the 1st day of March, 1904, until paid, subject to a credit of \$87.28 as of February 1, 1904; that the said Powells Valley Bank recover of the said W.M. Venable and E.E. Venable the sum of \$276.40 with interest on \$271.70 from the 1st day of March, 1904, until paid, subject to a credit of \$30.50 as of February 1, 1904; that J.P. Witt recover of said W.M. Venable \$150.31 with interest on \$177.00 from the 1st day of March, 1904, until paid; that F.H. Lerner and W.S. Hickam recover of the said W.M. Venable \$32.57 with interest on \$31.14 from the 1st day of March, 1904, until paid, subject to a credit of \$41.33 as of January 1, 1904, and the sum of \$9.71 as of February 1, 1904; that David Banner, Administrator, etc. recover of the said W.M. Venable the sum of \$172.70 with interest on \$130.35 from the 1st day of March, 1904, until paid, subject to a credit of \$17.52, as of February 1, 1904; that A.J. Litton

recover of the said W.M.Venable the sum of \$54.57 with interest on \$49.60 from the 1st day of March, 1904, until paid; that G.C.Iuff & Co. recover of said W.M.Venable the sum of \$22.65 with interest on \$27.11 from the 1st day of March, 1904, until paid; that G.C.Iuff & Co. recover of said W.M.Venable the sum of \$9.72 with interest on \$7.57 from the 1st day of March, 1904, until paid; that D.C.Lee recover of said W.M.Venable the sum of \$23.42 with interest on \$25.35 from the 1st day of March, 1904, until paid; that J.W. & W.M. Orr recover of said W.M.Venable the sum of \$22.12 with interest on \$22.50 from the 1st day of March, 1904, until paid; that the Wyers Dry Goods Co. recover of said W.M.Venable the sum of \$125.42 with interest on \$121.23 from the 1st day of March, 1904, until paid, subject to a credit of \$50 as of January 1, 1904; that Wm.W.Lambert recover of said W.M.Venable the sum of \$221.98 with interest on \$200 from the 1st day of March, 1904, until paid and the costs of his suit herein; that Mitchell-Powers Hardware Company recover of said W.M.Venable the sum of \$104.45 with interest on \$113.50 from the 1st day of March, 1904, until paid; that J.R.Gibson & Sons recover of said W.M.Venable the sum of \$27.25 with interest on \$24.30 from the 1st day of March, 1904, until paid; that the Jewells Valley Bank recover of said W.M.Venable and J.F. Allen the sum of \$71.10 with interest on \$67.50 part thereof from the 1st day of March, 1904, until paid, subject to a credit of \$76.07 as of January 1, 1904; that Huntsman Bros. & Co. recover of said W.M.Venable the sum of \$107.50 with interest on \$13.00 from the 1st day of March, 1904, until paid; that the Fauchoit Grocery Company recover of said W.M.Venable the sum of \$17.05 with interest on \$11.50 part thereof from the 1st day of March, 1904, until paid; that James Collinsworth recover of said W.M.Venable the sum of \$50.54 with interest on \$45.00 from the 1st day of March, 1904, until paid; that T.L.Hickam recover of

said W.M.Venable the sum of \$ 173.84 with interest thereon *subject to 4 pr of \$92.21 or of Jan'y 1, 1904* from the 4th day of December 1903, until paid, which is the amount set up in said D.E.Hickam's petition, as having been paid by him upon the judgment reported in said Goins' report, as a judgment in favor of the Powells Valley Bank against J.E. Hickam, W.M.Venable and John F.Class noted as judgment No.12 in said report, as a judgment of \$160 with interest and costs, and the said D.E.Hickam is hereby subrogated to the rights of the Powells Valley Bank upon said judgment obtained by them, it appearing to the court that the said D.E.Hickam is surety *that the Powells Valley Bank owes of D.E.Hickam J.P. Glen M. Venable the sum of \$100* for W.M.Venable in said judgment: that J.L.Crumley recover of said W.M.Venable the sum of \$133.32 with interest on \$119.02 from the 1st day of March 1904, until paid; that G.C.Puff recover of said W.M.Venable the sum of \$674.56 with interest thereon from the 11th day of January, 1904, until paid, being the amount paid by the said G.C.Puff as surety for W.M.Venable on the judgment reported by said A.M.Goins, commissioner, in favor of A.J.Baker for the sum of \$600 with interest and costs, and the said G.C.Puff is hereby subrogated to the rights of the said A.J.Baker upon his judgment reported in said cause, as aforesaid; that G.C.Puff recover of W.M.Venable the sum of \$352.08 with interest thereon from the 7th day of January, 1904, being the amount paid by him as shown by his said petition upon the judgment reported in said cause, in favor of A.G.Hyatt, Cashier, etc. vs. W.M.Venable, F.F.Venable, G.C.Puff and H.L. Elamp, and the said G.C.Puff is hereby subrogated to the rights of the said A.G.Hyatt for the amount paid by him upon said judgment, and it appearing to the court that said G.C.Puff is co-surety upon said judgment rendered in favor of A.G.Hyatt, Cashier, along with F.F.Venable and H.L.Elamp, that said judgment on the 24th day of December, 1903, amounted to the sum of \$673.00, and that said W.M.Venable paid on said judgment, the

The 13c. due on the lost judgment - forwarded with
 Post: Thrown from Dec. 4, 1903 till paid -

sum of \$200 on the 24th day of December, 1903, and that on that day the said H.L.Sloop paid the sum of \$132.26 and \$17.54 sheriff's costs, and that the said F.E.Venable has paid no part of the said judgment; now, if upon a sale of the land of W.M.Venable, it should turn out that the land of the said Venable should be insufficient to pay the amount which said G.C.Puff has paid upon said judgment, it is adjudged, ordered and decreed that he recover of said F.E.Venable the sum of \$167.61 with interest thereon from the 7th day of January, 1904, until paid, and that he recover of the said H.L.Sloop the sum of \$16.31 with interest thereon from the 7th day of January, 1904, until paid; that H.L.Sloop recover of the said W.M.Venable the sum of \$152.40 with interest on \$150.80 from the 1st day of March, 1904, until paid, the amount which the said H.L.Sloop was compelled to pay upon the last judgment as aforesaid of the said A.G.Hyatt, Cashier, etc, said W..Venable, F.E.Venable, G.C.Puff and himself, and the said H.L.Sloop is hereby subrogated to the rights of the said A.G.Hyatt, Cashier in said judgment aforesaid for said amount paid by him thereon; that the Powells Valley Bank recover of the said W..Venable and Patton Elkins the sum of \$135.47 with interest on \$170.50 from the 1st day of March, 1904, until paid; that J.C.Noel recover of the said W.M.Venable the sum of \$203.53 with interest on \$200 part thereof from the 1st day of March, 1904, until paid; that T.J.Ball recover of said W.M.Venable the sum of \$67.19 with interest thereon from the 15th day of February, 1904, until paid and \$10.00 which is hereby decreed to be a lien upon the lands of W.M.Venable from the 15th day of February, 1904, being the amount set up by the said T.J.Ball in his said petition herein filed, as aforesaid, upon a judgment obtained by the said T.J.Ball before a justice of the peace for Lee County on the 15th day of February, 1904, It is further adjudged, ordered and decreed that the said judgments aforesaid

of the several parties aforesaid are hereby decreed to be liens on the said land according to the priorities fixed by the said commissioner in his report, as corrected by the said exceptions endorsed thereon, as aforesaid, which were sustained: and that, unless said sums of money heretofore decreed to be paid, shall be paid within thirty days from this date, then ^{James W. Orr and} ~~then~~ Robert L. Pennington who ~~are~~ hereby appointed special commissioners for the purpose, will, after having given bond before the Clerk of this court in the penalty of \$12,000 conditioned as the law requires in such cases, and after having advertised the time, terms and place of sale for at least thirty days by written or printed notices posted at three public places in Lee County and by advertisement for four successive weeks in the Southwest Virginian showing the time, terms and place of sale, proceed to make sale of the lands, in the bill and proceedings set out, of the said W.M. Venable, at public outcry to the highest bidder upon a credit of one and two years time, except a sum sufficient to pay the costs of these suits and the commissions and expenses of sale, which sum is hereby required to be paid in hand. Said commissioners ~~are~~ also hereby authorized to receive private bids upon said land at any time and report them to this court. For the deferred payments upon the sale of said land, said commissioners will require the purchaser to execute notes payable to ~~themselves~~ with good personal security, bearing interest from the date of sale. It is further adjudged, ordered and decreed that the said tract of land, upon which the said Nancy M. Davis has a first lien, the said commissioner will sell subject to said lien, and the said commissioners will report ~~the~~ action at the next term of this court; and this cause is continued.

O. V. Bouch

v. $\frac{3}{2}$ Decree for
Sacc

W. M. Vurbee et al

Entered C. O. B. No. 7
page 442

Ente. this decree
March 3rd
~~July 29~~, 1904
H. C. S. Shum

I.D.Glass,

Complainant

vs In chancery,

W.M.Venable et al

Defendants.

This cause came on this day to be heard upon the bill of the complainant, and exhibits filed therewith, and the Answer of Nellie Glass filed herein by leave of court and was argued by counsel.

And it appearing to the court that process has been duly served on the defendants W.M.Venable, Sampson Glass, Pierce Glass and Mary E. Glass for more than 15 days prior to the first day of this term of the court, and they each failing to appear plead or answer, the same is taken for confessed as to them.

And it having been suggested to the court that there are other liens against the tract of land other than the lien claimed by the plaintiff in this suit, and that there is now pending in this court two suits for the purpose of ascertaining all the liens against the said lands, namely the suits of Powell's Valley Bank vs W.M. Venable et al and William Lambert vs W.M. Venable, which have been brought on to be heard together and a commissioner appointed therein to ascertain the liens against the real estate of the said W.M. Venable, and their priorities, it is therefore adjudged ordered and decreed that this cause be brought on to be heard with said causes, and the said ~~xxxxxxsaid~~ commissioner appointed in said causes as aforesaid is directed to report the said lien of the said plaintiff in said causes, showing its proper standing and amount with reference to the other liens.

And this cause is continued.

S. D. Glass
or { in clay
W. M. Variable coal

Entered Nov 7-1903
C. C. B. 7. Page 372

Enter this Decem
H. A. W. Shuman
Nov. 7, 1903.

Wm W. Lambert

Plaintiff

against

W. M. Venable

Defendant

In Chancery.

Pennells Valley Bank, incorporated. Plaintiff

against
W. M. Venable, W. S. Hickam, D. E. Hickam,

J. B. Glass, J. B. Elkins, Frances E. Venable,

J. F. Sells & Nancy M. Davis.

Defendants

In Chancery.

The first named cause came on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendant and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel.

and the second styled cause came on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendants and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel, and none of the defendants appearing the bills are taken for confessed by the defendants therein, respectively.

On consideration thereof and for reasons appearing to the court it is ordered that these causes be heard together, and it is adjudged, ordered and decreed that the plaintiff in the first styled cause recover against the defendant W. M. Venable \$206.98 with interest on \$200.00 part

thereof from the 1st day of December 1902,
until paid, and the costs of his suit;
and that the plaintiff in the second styled
suit recover against said W. M. Venable &
W. S. Hickam \$222.34 with interest on
\$644.40 part thereof from the 15th day of
March 1903, and an \$1000.00 another part
thereof June 15th 1903, and an \$412.59 another
part thereof from March 27th 1903 and an
\$164.42 the residue thereof from June 12th
1903 until paid, and \$7.78 costs, the same
being the judgment in the bill mentioned;
and that said Powell's Valley Bank recover
against the said W. M. Venable and D. E.
Hickam, ^{J. P. Glass} surety, \$166.68 with interest on
\$160.00 part thereof from the 4th day of June
1903 until paid, the same being the judgment
in the bill mentioned; and that the said Powell's
Valley Bank recover against the said W. M.
Venable & J. B. Elkins, surety, \$364.53 with
interest on \$332.21 part thereof from the
19th day of July 1903, and an \$32.32 the resi-
due thereof from the 12th day of June 1903
and \$6.68 costs, the same being the judgment
in the bill mentioned; and that the said Powell's
Valley Bank recover against the said W. M.
Venable & F. E. Venable \$462.20 with inter-
est on \$420.19 part thereof from the 1st

day of May 1903 and an \$42.01 the residue
thereof from the 12th day of June 1903,
until paid and \$6.68 costs; the same
being the judgment in the bill mentioned;
and that the said Powell's Valley Bank recover
against said defendants in said judgments
the costs of its suit. And it is further ad-
judged, ordered and decreed that S. M.
Gains who is appointed ^{a commissioner} for the purpose do
take an account in these causes and ascer-
tain and report the ^{real estate of the} liens against the de-
fendants in these causes, by judgment or
otherwise, and who in favor of and their
amounts and priorities, and what real estate
of the said defendants, or either of them,
should be subjected to the payment of said
liens and in what ^{order or} manner the same should
be subjected. Said Commissioner will give
notice of the time and place of his sittings,
in the Southwest Virginian, for at least
twenty days, and will report his action
heremeter. and the cause is continued.

Mr W. Lambert &
Connell's Valley Bank
vs { Decree No 1.
3
W. M. Penalile et al

Entered on Chy. O.B.
No 7 Page 370

Enter this Decree
1st Le W Sherr
for 6" 1903.

Deposition.

Wm.W.Lambert,	Plfff.)	
vs.		)	In Chy.
W.M.Venable,	Deft.)	
and)	
Powell's Valley Bank, Inc.,	Plfff.)	
vs.		)	In Chy.
W.M.Venable et al.,	Defts.)	

The deposition of D.E.Hickam, taken before me, A.M.Goins, commissioner in the above consolidated causes, at my office in the town of Jonesville, Va., on January 11th, 1904, to be considered as evidence on behalf of the said D.E.Hickam in certain matters in controversy ~~and~~ involved in the aforesaid consolidated causes.

Present, R.L.Pennington, Atty. for D.E.Hickam and others.

D.E.Hickam, a witness of lawful age, being first duly sworn, deposes and says:

Q.1. Are you the same D.E.Hickam against whom the Powell's Valley Bank has recovered judgment on two notes of \$160.00 each, which were executed by you and W.M.Venable as co-principals to John P.Glass, and assigned by the said Glass to said bank?

A. I am.

Q.2. There are two other notes, of the same amount each, on which suits are pending in the Circuit court for Lee county to recover judgments against you and said W.M.Venable by J.P.Glass as plaintiff. State whether or not you have any contract with W.M.Venable whereby he agreed to pay said notes upon which judgment has already been rendered, as well as the notes sued on, as above sta^ded; if so, state what your contract with the said Venable was, when it was made, and its terms.

A.2. All these notes were executed to J.P.Glass for a stock of goods which W.M.Venable and myself bought from the said Glass, and for which we executed our joint notes. We bought the goods and executed our notes on Dec.4th, 1902, if I am not mistaken. Sometime in February thereafter I sold out my interest in said goods to the said Venable, and we entered into writings whereby he agreed to pay all indebtedness of the firm, including the Glass notes, and to pay all interests, costs and damages that might arise by reason of said indebtedness, and it was also agreed that if said notes were sued on that the said Venable's property should be subjected to the payment of ^{all} judgments before my property should be inter~~fered~~ with.

Q.3. What became of said written contract?

A.3. It was signed by Venable and myself and witnessed by E.N.Sword and P.F.Price. The writing was then brought to Jonesville and placed in the hands of L.T.Hyatt, ~~for~~ recordation, and I am informed by him, was misplaced or lossed, as stated in his deposition.

Q.4. State whether or not you have paid off either one of the judgments on the above notes that were rendered in favor of the Powell's Valley Bank against you?

A.4. I have paid off the second of said judgments in full, and the execution will show the amount I have paid. After I paid this amount R.L.Pennington collected from W.M.Venable and paid back to me the sum of \$87.61, on Jan.1, 1904. And for the residue on said judgment I claim subrogation to the rights of said bank.

And further this deponent saith not.

D. E. Hickam

Virginia, Lee County, to-wit:

I, A.M.Goins, commissioner in the above consolidated causes, do hereby certify that the foregoing deposition of D.E.Hickam was duly taken under oath, and subscribed before me, and at the time and place as above mentioned.

Given under my hand, this January 11th, 1904.

A. M. Goins

Commissioner.

+++++

Deposition of
D. E. Hickam

#

Wm W. Lambert

vs. } In Chy

W. M. Venable
and

Powell's Valley Bank (Inc.)

vs. } In Chy.

W. M. Venable et al.

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DEPOSITIONS.

Wm.W.Lambert, Plff.)
vs. (In Chy.
W.M.Venable, Deft.)
and
Powell's Valley Bank, Inc., Plffs.)
vs. (In Chy.
W.M.Venable, W.S.Hickam, D.E.Hickam, J.P.Glass,
J.B.Elkins, Francis E.Venable, J.F.Allen and Nancy
M.Davis, Defts.)

The depositions of C.T.Duncan and others, taken before me, A.M.Goins, special commissioner in the above consolidated causes, at my office in the town of Jonesville, on January 6, 1904., to be considered as evidence in the determination of certain matters in controversy in said suit, and now pending before me as said commissioner.

Present:

C.T.Duncan, for himself, and R.L.Pennington representing some of the creditors:

C.T.Duncan, a witness of lawful age, introduced in his own behalf, after being duly sworn deposes and says:

I was employed by William M.Venable to institute an action of ejectment for him against C.T.Stamper, the object of which was to recover the possession of a tract of land which had been previously conveyed to the said Venable by Manerva Bays. I instituted this suit, and immediately thereafter the said C.T.Stamper filed his bill seeking to enjoin the prosecution of said action of ejectment, setting up claim to said land under an oral contract with Mrs.Bays and part performance on his part of the terms of said oral contract, and seeking to set aside, vacate and annul the deed from Manerva Bays to said Venable. Mr. Venable then employed Mr. Noel and myself to defend his interests in the said suit, this we undertook to do, and did do to the best of our ability, We filed answers for Mr. Venable and Mrs. Bays, who was likewise made a party to said bill. A large mass of testimony was taken by both sides and finally the case made ready for hearing, and it was heard in vacation at Big Stone Gap before the Judge of the Circuit Court of Lee County. This hearing resulted in a decree in favor of the said C.T.Stamper, the injunction theretofore granted was perpetuated, the deed made by Mrs. Bays to Venable was annulled and the oral sale alleged in the bill was ~~not~~ set up and the parties, that is, Mrs. Bays and Mr. Venable ~~xxxxxxxxxx~~ were directed to convey said land to the said Stamper.

From this decree myself and Mr. Noel, my associate counsel, advised Mr. Venable to take an appeal. He was reluctant to do so, not on account of any fear he had of the justice of his cause and contention, but because his financial condition was embarrassed and because of the fact that a decision of a competent court upon a full hearing of the cause was against him. However our advise to Mr. Venable prevailed, we ~~asked~~ petitioned for an appeal, which was granted. We prepared the case for trial, followed it carefully to the Court of Appeals and upon a hearing in that court the judgment and decree of the Circuit Court of Lee County was reversed and the tract of land in controversy was gained for Mr. Venable, as is fully shown by copy of the mandate of the Supreme Court of Appeals of Virginia, which is filed among the papers of this cause, marked "Mandate".

When I got to Wytheville, where the Court of Appeals was in session, I found that Mr. Venable had not paid all the costs for printing the record in said cause and the case was in condition to be dismissed at that term because the costs of printing the record had not been fully paid and I had to pay the same myself in order to keep the case on the docket.

Before starting to Court of Appeals I had more than one conversation with C.E.Couk, Casier of the Powell's Valley Bank, and then one of the largest judgment creditors of Wm. M.Venable, and Mr. Couk insisted that I make for Mr. Venable's creditors the best fight I could make to win this case. He thus insisted after I had told him that in the event the case was won, Mr. Noel and myself would have to be first paid out of the ~~paid of the~~ said land our fees for saving it for the creditors. I likewise told Mr. Couk that there was \$14.50 still due for printing the record which would have to be paid before the case was heard, and if not paid, the case would be dismissed. Mr. Couk insisted that if Venable did not furnish the money to pay said cost that I should pay it myself for the benefit of the creditors. I paid the same as is shown by my check to J.M.Kelly, Clerk, herewith filed as part of this deposition marked "Check".

But for the persistent effort of Mr. Noel and myself this entire tract of land would have been lost to Mr. Venable's creditors. Not one of them except Mr. Couk ever paid any attention

to said cause or gave to me any assistance or encouragement in the prosecution of said appeal, in fact the counsel who are now resisting the allowance of our claim for services as a lien on said land, and to be first paid out of the proceeds, were in the court of appeals ~~x~~ representing the appellee and trying to hold said land for Stamper, thus taking all of it from the creditors.

Since the rendition of the decree by the Court of Appeals, a fee bill has been sent me by the ~~xxxx~~ Clerk of the Supreme Court of Appeals of Richmond, for \$1.45, which I have paid as is shown by my check herewith filed, marked "Check 2".

The charge which I have made is certainly very reasonably and very low and I can say the same for Mr. Noel's. Our joint services in that case was certainly worth the sum of \$500.00, although we have only charged \$400.00, or a little more than that.

Objection; All the foregoing depositions ~~is~~ objected to because immaterial and irrelevant. Counsel representing the several creditors who have made this question in resisting the liens sought to be set up herein by Judge Duncan is not doing so because he was one of the unfortunate counsel representing Mr. Stamper in the case ~~xxxxxxxxxx~~ in the Court of Appeals above referred to in said deposition, but because G.C.Duff, D.E.Hickam and some others of the junior ~~of the~~ creditors believe that the lien which they have is superior to the claims sought here to be set up.

R.L.Pennington, Atty.

And further this deponent saith not.

L.T.Duncan

L.T.Hyatt, another witness of lawful age, being first duly sworn deposes and says: I am attorney for A.G.Hyatt, Cashier &c., in the law case against W.M.Venavle, F.E.Venable, H.L.Slomp and G.C.Duff, on which ~~the~~ a judgment was rendered at the Nov. term, 1903, of the Circuit Court of Lee County, for the sum of \$652.53, with interest thereon from the 24th day of July, 1903, until paid and \$10.06 cost. A writ of fieri facias was issued on this judgment shortly after the Nov. term of the court, and on the 24th day of Dec. 1903, H.L.Slomp paid to the Sheriff on said fi.fa. \$350.30. After retaining his commissions of \$17.54 ~~and~~ and after paying the costs of the suit, the Sheriff paid to me \$323.20, but the judgment

is subject to a credit of \$333.26 paid by said Slemp as of the 24th day of December, 1903. The balance of the judgment is unpaid and still due the plaintiff.

Since the payment by him of the \$350.80 to me as Atty. for the plaintiff H.L.Slemp has employed me to collect from W.M.Venable, the \$350.80 paid by him. However some time ago he took from W.M. Venable a pair of horses at the price of \$200.00 about which he and Venable had a written contract which provides that the \$200.00 is to go as a credit on the \$350.80 paid by said Slemp on said judgment. I will get from said Slemp the contract above referred to and file it before the commissioner. If it is determined that said Slemp is entitled to the full amount of \$200.00, then he claims the right to be subrogated to the rights of A.G.Hyatt, Cashier, as against W.M.Venable to the amount of \$150.80; but if it is determined that the price of the two horses, or \$200.00, shall be applied as a payment of Venable on the debt then said Slemp claims the right of subrogation as against said Venable to the amount of \$150.80 as of the 24th day of December, 1903. And in any event said Slemp claims the right of substitution in this case against his co-securities after Venable's estate has been exhausted, or one-third of the amount paid by him as against each of his two joint securities.

Question by R.L.Pennington, Atty. for D.E.Hickam.

Q-1. State anything you may know with reference to a contract between M.M.Venable and D.E.Hickam, in reference to certain partnership matters existing heretofore between them, and what became of the said contract.

Ans. Some time last Fall, I think on the 1st day of August or Sept. term of the County Court of Lee County, D.E.Hickam presented to me a contract signed by himself and W.M.Venable, and also signed by two witnesses, and stated that he wanted the witnesses to prove the execution of the contract, in order that the same might be recorded. As commissioner in chancery I swore the two witnesses, who were there present, and they testified to the execution of the contract by both Hickam and Venable, and that said Hickam and Venable each acknowledge the said contract before them. I then took the contract to my office, intending to write out the proof of the execution of the contract in order that the same might be recorded

but before doing so I examined the statute and found that proof of the execution of the deed by two subscribing witnesses could not be made before a commissioner in chancery but only before the clerk in his office. I then called Hickam's attention to the statute and told him that the witnesses would have to go before the clerk in his office and make the required proof before the contract could be recorded. By this time the witnesses, or at least one of them, had left town and the contract was left in my office, Mr. Hickam stating that he would either bring Mr. Venable over at a later day and have him acknowledge the contract, or bring the two witnesses back and have the acknowledgement proven by the witnesses before the clerk as required by the statute. Mr. Hickam has called on me for this contract some two or three times since then and I have hunted in my office for it a number of times, made a very diligent search for it on yesterday afternoon, but up to this time have been unable to find it. I read the contract on the day it was first presented to me and my present recollection is that it was a contract whereby Hickam sold out to Venable his interest in the partnership which had theretofore existed between them and whereby Venable agreed to pay all partnership debts, and I am inclined to think certain debts were specified, but can't be positive about this at this time. It is my impression that some Glass notes were mentioned in the contract, but this is a mere impression. It is my intention to make further search for this contract and if I find it I will give it to the commissioner.

And further this deponent saith not

L. D. Hyatt.....

STATEMENT by R.L. Pennington, atty., for G.C. Duff.

As to the judgment of Pennington Gap Bank, by A.G. Hyatt, Cashier, against W.M. Venable principal, and his surities H.L. Slomp, G.C. Duff and F.E. Venable, it is contended on the behalf of said Duff.

that the \$200.00 referred to in the foregoing deposition of L.T. Hyatt, as the price of the horses which said Venable turned over to said H.L. Slomp, should be first applied to the said debt of said Bank as a payment made by said Venable and then the remainder of the said debt equally divide between said surities, if they should have to pay the remainder thereof, and the doctrine of subrogation

*See Contract filed in the
papers of this case marked 32*

applied between them.

....R.L.Pennington, Atty.

Virginia, Lee County, to-wit:

I, A.M.Goins, commissioner in this cause, do hereby certify that the foregoing depositions was duly taken under oath after notice and subscribed before me, and at the time and place as above mentioned.

Given under my hand, this the 6th day of January, 1904.

.....*A.M.Goins*.....
Commissioner.

Wm W. Lambert

vs. { In Chy.

W. M. Venable
and

Powell's Valley Bank, Inc

vs. { In Chy.

W. M. Venable et al.

Depositions of C. F. Dun-
can and L. J. Hyatt

Mr H. G. Lemp

You are hereby
directed to pay the
amount you owe me
\$750⁰⁰, for the ~~four~~
horses I sold you.

to wit: one gray mare,
one black horse and
one sorrel filly to
the Pennington
Bank, to be placed
to your credit on
the note which you
and G. L. Luff are
the sureties of myself
and wife F. E. Venable.

for \$652⁵³, due July 24

1883; the same to be
to the credit of yourself
in discharge of the
half of said note
which you will

I have to pay, in
this event & as my
wife are unable to pay
said note.

This 16 day of June 1903.

W. M. Donahoe

Jonestville, Va. June 29th 1903 No.



Howell's Valley Bank

Pay to the order of

J. M. Kelly Cash \$ 14⁵³

Fourteen ⁵³/₁₀₀ Dollars

But cash in Venables v. Stampfer
C. T. Lawrence

"Cheese"

PAY TO THE ORDER OF
ANY BANK OR BANKER,
ALL PREVIOUS ENDORSEMENTS GUARANTEED
JUL 1 1903
NATIONAL EXCHANGE BANK,
LYNCHBURG, VA,
T. BOWMAN, - - Cashier

J. M. Kelly. Cash

Jonestville, Va. *Dec 15th* 1903 No.



Hobwell's Halley Bank

((Pay to the order of)))

A Stewart Jones

\$ *145*

One

45 Dollars

100

W. T. Dimean

"Check 2"

Stewart Jones

Pay to Order of my Bank
or Banker,
016 570 1503
THE PEOPLES NAT'L BANK
of Lynchburg Va.
JOHN J. JONES, Cashier

SUPPLEMENTAL REPORT.

Wm.W.Lambert,	Plff.)	
vs.		
W.M.Venable,	Deft.)	In Chy.
and		
Powell's Valley Bank, Inc.,	Plff.)	
vs.		In Chy.
W.M.Venable et al.,	Defts.)	

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned special commissioner in the above styled consolidated causes, and who filed his report therein on January 8th, 1904, is requested to make a supplemental report, and to report upon a judgment in favor of W.B.Merriman, Admr. &c., against J.F.Allen and W.M.Venable, which was not rendered at the date of the filing of his former report, but has been rendered since.

This judgment was rendered by H.C.Joslyn, a justice of the peace, on January 15th, 1904, in favor of the said W.B.Merriman, Admr. of the estate of W.D.Lockhart, against J.F.Allen and W.M.Venable, for the sum of \$54.52, with interest thereon from Nov. 29th, 1903. till paid, and \$1.50 costs, (See Ex. "M", herewith filed). This judgment appears to be proper to be reported in this case, and the total amount due thereon, as of March 1st, 1904, is \$56.86. This judgment was rendered upon a debt in which J.F.Allen was principal and W.M.Venable was security. Said judgment therefore constitutes a lien, first, upon the real estate of the said J.F.Allen, but fourth in order of priority thereon, (See former report), and second, upon the real estate of W.M.Venable, but fourteenth in order of priority among the judgments thereon, (See former report). But as stated in said former report, your commissioner finds no real estate in the name of the said J.F.Allen.

This judgment, amounting to \$56.86, as of March 1st, 1904, added to the total of said former report, of \$6314.15, makes a grand total of \$6371.01, as of March 1st, 1904, against the real estate of said W.M.Venable, as shown by these reports.

Respectfully submitted, this Feb. 4th, 1904.

A. M. Goins,
.....

Commissioner.

Fee for this report, 75 cts.

Wm W. Lambert

vs. } In Chy.

W. M. Venable

2

Powell's Valley Bank, Inc.

vs. } In Chy.

Wm M. Venable et al.

Supplemental Report.

Filed Feb. 4th, 1904,

H. C. G. Owing, Clk.

Fee for this Report, 75-cts.

THE POWELL'S VALLEY BANK)

v.)

W. M. VENABLE ET AL)

IN CHANCERY.

TO THE HONORABLE H. A. W. SMELN, JUDGE OF THE CIRCUIT
COURT FOR LEE COUNTY:

Your undersigned special commissioners appointed in the above styled cause at the February term, 1904, of Your Honor's Court beg leave to report that, according to the terms of the said decree, after having executed the required bond and after having advertised the time, terms and place of sale by publication in the Southwest Virginian and by posting notices of the said sale at several places in the County of Lee, proceeded, on the 30th day of April, 1904, to offer at public outcry, at the front door of the Court House of Lee County, the several tracts of land decreed to be sold in said cause, in the following manner:

FIRST: We offered said tracts of land separately and received the following bids therefor:

- (1) 62 acre tract--J. C. Noel--\$530.00.
- (2) 50 acre tract--C. T. Duncan--\$ 325.00.
- (3) 106 acre tract--J. W. Orr--\$ 600.00
- (4) 100 acre tract--Noel & Duncan--\$500.00

SECOND: We offered the first three tracts names in the advertisement together and received, as the highest bid therefor, from Noel & Duncan--\$1725.00.

THIRD: We then offered all the tracts together and received a bid from Frances E. Venable of \$5423.61, which bid was made up as follows:

Tract No. 4 named in the advertisement--\$1800.00
" " " " " " " " --\$1200.00
The two Glass tracts (Nos. 1 & 2)
named in advertisement -----\$2423.61

This bid was really a private bid given by Mrs. Venable previous to the day of sale to R. L. Pennington, one of the commissioners; but was conditioned, as to tract No. 4 mentioned in the advertisement, upon the success of W. M. Venable in defeating a certain suit which has been brought in the City of Bristol, to set aside the deed of Minerva Bayes to W. M. Venable, it being stated by Mrs. Venable in putting in this bid that she would not pay for this tract of land, unless that suit was decided in favor of W. M. Venable, and a deed to W. M. Venable by Minerva Bayes declared good. Mrs. Venable, however, executed her notes for the amount of the purchase money, with W. M. Venable as security, and also executed a deed of trust to secure the payment of the said notes upon certain property which she owns in the City of Bristol and a tract of land which she owns in Lee County of 106 acres and described in the proceedings in this cause.

There is also a suit instituted in the City of Bristol for the purpose of setting aside the deed of Minerva Bayes to Frances E. Venable of the Bristol property described in the deed of trust. We are informed that the property situated in Bristol, consisting of three houses and lots, is worth about \$6000.00 to \$8000.00. We are of the opinion that the 106 acre tract owned by Mrs. Venable in Lee County is worth from \$1500.00 to \$2000.00. We are, therefore, of opinion that, but for the litigation in question, the security offered upon these notes is ample to secure their payment; and, in view of the fact that Mrs. Venable's bid is double that of the bids received from other parties, we believe that, if the court cannot receive a conditional bid, that the

bid should be accepted and held in abeyance until the suit in the City of Bristol has been determined. We are informed that a decision of this suit is expected in the lower court in July next. One of your commissioners is one of the attorneys in the defense of that suit and in a position to make a fair statement as to the time when said suit shall be determined.

Another fact to be mentioned as an inducement for the acceptance of the security given upon these notes, is that the first lien upon the Nancy Davis 106 acre tract, which lien is for \$1000.00, Mrs. Davis has given to R. L. Pennington, one of your commissioners, a power of attorney, in case the said sale is confirmed, to mark satisfied and to release.

Mrs. Venable did not pay the costs of the suit down, but she executed to one of your commissioners, R. L. Pennington, a bank note for the amount thereof, which he proposes to discount at the bank, in case said sale is confirmed.

We, therefore report that the costs are in effect paid. The note referred to above for the payment of costs is also secured by the above mentioned deed of trust.

We here file with our report the two notes for the deferred payments of \$2568.13 each dated April 30, 1904, payable in one and two years time, respectively; also the note executed for costs and commissions, of \$297.09, due ninety days after date, being the amount of costs of the suits, including interest to the date of the maturity of said note. We also file the deed of trust referred to above; and the power of attorney from

Mrs Davis to release said \$1000.00 lien.

We think it advisable and recommend that the confirmation of this sale be deferred until the decision of the suits for the Bristol property and the 100 acre tract in Lee County.

Respectfully submitted,

James H. Orr
Robert P. Munro
SPECIAL COM'RS.

Cummins Valley Bank

✓ ³ ₃ Report of
Sales by
Orr Huntington

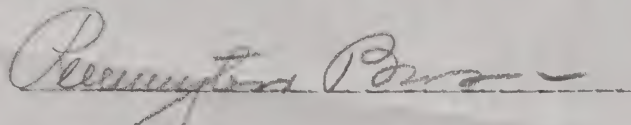
W. M. Venable et al

Filed May 11, 1904
H. C. Irving Clk.

Powell's Valley Bank)
 vs.) Exceptions to Commissioner's Report.
 W.M.Venable et al)

The Powell's Valley Bank, G.C.Duff, and D.E.Hickham respectfully submit the following exceptions to the confirmation of the report of A.M. Goins filed in the above styled cause on the 8th day of January, 1904: First, they except to the liens allowed by said commissioner in favor of J.M.Durham for the sum of \$15.00 and the claim of C.T.Duncan, attorney, for \$237.05 and the claim of J. C.Noel for \$200, as the first lien upon the land known in this cause as the C.T.Stamper land. The said \$15.00 is for a claim for fees for taking depositions in a case wherein W.M.Venable had been sued by C.T.Stamper to recover the said land from said Venable. The claim of the said Duncan for the sum of \$237.95 and the claim of J.C.Noel for \$200.00 are for attorney's fees for defending a suit which had been brought against said Venable by said Stamper for the recovery of said land. The commissioner reports that these are first liens upon the said land, but upon what authority of law, these exceptors have been unable to find. It is stated by said commissioner in his said report that this court has been holding such to be the ^{Law} case under like circumstances. Your exceptors cannot believe that this court has held such to be the law in a case where the matter was brought to the attention of the court and resisted. The commissioner reports that exceptors produced abundant authority, holding that such claims do not constitute a lien upon real estate. On page 461 of Vol.3--New Edition--American and English Enclypoedia of Law, the text says, "That the lien of an attorney for services rendered does not attach to real estate, unless special provision is made by a statute abrogating the common law rule". Numerous cases are cited to support the text. Jones on Liens--Sec.229--says, "That an attorney has no lien on his client's land for services

rendered in defending him against the effort to charge him with the payment of the debts of another, nor for services in prosecuting a suit in equity to establish the title to his client's land. To extend the attorney's lien to lands recovered in a suit would be, in effect, creating an equitable mortgage in his favor and would be subject, not only to the objections urged against such a lien in England, but in this country, to the further objection, that it would be contrary to the policy of our registry system." There was an old Tennessee case of Hunt vs. McClanahan, which held that an attorney would have a lien upon the land of his client, whether retained by plaintiff or defendant, yet this decision is not followed by any of the other courts and has been expressly ^{partially} ~~overlooked~~ in the state of Tennessee, ~~xxxxx~~ ~~xx~~ in the case of Pierce vs. Lawrence--12 Lea 771 and the doctrine was limited alone ~~in this case, even in Tennessee~~, to the plaintiff's counsel and was held that it could not apply in favor of an attorney representing the defendant. A portion of the court's opinion in the last case above referred to, is quoted under Note 2. Sec. 230 of Jones on Liens, to which reference is made. In the annotation appended to the case of Johnson vs. Bibbons--27 Gratt. 682--Sec. 10 of the annotation, Mr. Michie, in his note to the said case, sums up the law on the question of a lien to an attorney. He cites several West Virginia cases, all of which hold that an attorney has no lien upon land of his clients whether he represents him as defendant or plaintiff. Mr. Barton, in his work, says that, while there has been some question as to whether an attorney would have a lien upon real estate of his client, says that the great weight of authority is that he has not.


Attorneys for said Exceptors.

O. Valley Book

y { Exaptions to
{ Conci's Refo-
{ of A. M. Louis

A. M. Vucoble

COMMISSIONER'S REPORT.

Wm.W.Lambert, Plff.)
vs. (In Chy.
W.M.Venable, Deft.)
and
Powell's Valley Bank, Inc., Plffs.)
vs. (In Chy.
W.M.Venable, W.S.Hickam, D.E.Hickam,)
J.P.Glass, J.B.Elkins, Francis E.Ven-)
able, J.F.Allen and Nancy M.Davis, .Defts.)

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned commissioner, in pursuance of a decree of the circuit court for the county of Lee, pronounced on the 6th day of November, 1903, in the above consolidated causes, an office copy of which decree is herewith filed, having given notice of the time and place of his sitting by publication in the Southwest Virginian for at least twenty days, as will appear by a certified copy of the notice by the publisher herewith returned, proceeded on the 10th day of December, 1903, at his office in the town of Jonesville, the time and place designated in said notice, to execute said decree; and the proceedings having been thenceforward adjourned from day to day, and being at length completed, the result is herewith respectfully submitted.

Your commissioner is directed, by the decree aforesaid, to "take an account in these causes and ascertain and report the liens against the real estate of the defendnats in these causes, by judgment or otherwise, who in favor of, their amounts and priorities, what real estate of the said defendants, or either of them, should be subjected to the payment of said liens, and in what order or manner the same should be subjected".

Your commissioner files herewith, as part hereof, statement "X", which is a statement showing the liens, specific and otherwise, against the real estate of W.M.Venable, as fully and completely as your commissioner is enabled to ascertain them from the records of the county and the evidence before him. This statement shows the nature of each lien, to whom the same is due, the priority thereof, and the amount due thereon as of March 1st, 1904. The specific liens are indicated by capital letters, and the judgment liens by figures, written in ink on the left hand margin of said statement, the priority of the lien being indicated by the

alphabetical order of the letter or the numerical value of the figure in the margin. The total indebtedness of the said W.M.Venable, as shown by said statement "X", as of March 1st, 1904, is \$6,314.15.

The first lien reported in statement "X", is the vendor's lien in favor of the administrators or executors of Nancy M. Davis. This is the first lien in order of priority on the 106 acre tract of land conveyed by J.M. Stamper et al. to W.M. Venable, by deed dated November 19th, 1900. It will be seen by an inspection of said deed, a copy of which is filed as an exhibit with the plaintiff's bill, that no vendor's lien is retained, but in the deed from Nancy M. Davis to Margaret Stamper, dated July 11th, 1896, a copy of which is also filed as an exhibit with the plaintiff's bill, it will be seen that a lien is retained for the payment of said \$1000.00, as reported in said statement, and this is binding upon the 106 acre tract, and is first in order of priority thereon.

The second lien reported in statement "X", is the amount due to I.D. Glass on the balance of the purchase money on the 42 1-2 acre tract of land conveyed by W.G. Glass and wife to the said W.M. Venable, and in which said deed a vendor's lien is retained to secure the balance of the unpaid purchase money. This deed is not upon record, but the said Venable, and the parties to the chancery suit of I.D. Glass vs. W.M. Venable et al., which is considered herewith, admit the existence of said vendor's lien in said deed. This debt, with the interest and costs incident thereto, is the first lien in order of priority against the 42 1-2 acre tract conveyed by W.G. Glass and wife to the said Venable, as shown in statement "X".

The next specific liens in statement "X", are those reported near the close, the same being: first, the fee bill of J.M. Durham, J.P., for taking depositions, of \$15.00; second, the claim of C.T. Duncan, for attorney's fee &c., of \$237.95; and third, the judgment of J.C. Noel, of \$200.00, marked "13" in order of priority among the judgments in statement "X". These three claims are for services rendered in the recent suit of Venable & Bays vs. Stamper, in the Supreme Court of Appeals of Virginia, and by reason of which the land involved in said suit was saved to the said Venable. It is contended before your commissioner that these claims do not

constitute specific liens upon the tract of land involved in said suit. But it seems to your commissioner as a matter of justice and equity that these attorneys and officers, through whose services the land in controversy was saved to the said Venable for the benefit of himself and creditors, ought to have a prior lien on said land for their services, otherwise the land might have been wholly lost to both the said Venable and his creditors. Strong and abundant authority is produced before your commissioner, holding that such claims do not constitute liens upon *real* estate. In the case of Hogg v. Dower, 35 W.Va., the court holds, "An attorney has no lien upon land for his fee or compensation for services in a suit wherein the land is recovered for his client". In Fowler v. Lewis, 36 W. Va., the court holds "An attorney has no lien against land for prosecuting a suit to recover it for his client, or to subject it to a debt or claim". (See Va. Reports Annotated, 27 Grat., page 650, "Liens of Attorneys", and cases there cited; see also Jones on Liens, Vol. 2, §229 &c.; Barton's Chy. Pr., page 1070, note 3, New ed.). *Fitzgerald vs. Inby 99 Va. 81; 3 R. & E. Emory p. 461*

But none of the authority produced, however, seems to be Virginia authority, and the commissioner has searched in vain to find such directly in point, either by ~~our~~ higher courts or by ^{our} text writers. On the other hand your commissioner is brought face to face with the chancery cause of Pridemore & Sewell vs. J.M. Tate, Admr. et al., in this court, in which "this commissioner was commissioner and this judge was judge", and in which cause the same identical question arose as in this case, and in that case the commissioner refused to report the attorney's fee as a prior lien, and the court overruled the commissioner and gave said Pridemore & Sewell a prior lien for their fee. And in the recent case in this court of W.A. Baker vs. Jacob Flanary et al. the court held the same. Hence your commissioner, considering himself bound by the decisions of this court, when there are no decisions of our higher court to the contrary, reports said claims of J.M. Durham, C.T. Duncan and J.C. Noel, as the first liens in order of priority on the tract of land involved in the recent suit of Venable & Rays vs. Stamper, and each of said claims of equal dignity thereon.

The remaining liens set out in statement "X", are the numerous judgment liens against the said W.M. Venable and others, and are in

order of priority as indicated by the numerical value of the figures in the margin of the said statement, upon all the real estate of the said Venable hereinafter set out, after the satisfaction of the specific liens on the respective tracts, as above reported.

Your commissioner ascertains that the real estate of the said W.M.Venable should be first subjected to the payment of all the liens set out in statement "X", unless it be to the following judgments: (1), the judgment of the Powell's Valley Bank vs. W.M. Venable and F.E.Venable, for \$276.46, in which it appears that the said Venables are co-principals; (2), the judgment of the Powell's Valley Bank vs. J.F.Allen and W.M.Venable, for \$71.10, in which it appears that J.F.Allen is principal and said W.M. Venable is security; and (3), the judgment of the Powell's Valley Bank against Patton Elkins and W.M.Venable, for \$185.47, in which it appears that Patton Elkins is principal and the said W.M.Venable is security. The said J.F.Allen owns no real estate, as will be hereinafter noted. As to whether Patton Elkins owns any real estate your commissioner is unable to state, he not having been directed to report upon that matter. The said F.E.Venable is the owner of real estate, as will be noted hereafter. In all the other judgments reported in statement "X", the said W.M.Venable appears to be principal. In the judgments of the Powell's Valley Bank against the said W.M.Venable and D.E.Hickam it appears that these judgments were rendered upon joint notes against the said Venable and Hickam, but, as will appear by the depositions of ^{+ D.E.Hickam} L.T.Hyatt filed herewith, it will be seen that the said W.M.Venable under written contract with the said Hickam made himself sole principal in these notes, and hence the commissioner here reports him as such.

On the judgment of A.G.Hyatt, Cashier &c., vs. W.M.Venable, F.E.Venable, G.C.Duff and H.L.Slemp, of \$652.53, there is a credit endorsed Dec. 24th, 1903, of \$333.26, as having been made by H.L. Slemp. It will be seen from the deposition of L.T.Hyatt, taken before your commissioner, that the said H.L.Slemp, by reason of his suretyship on the foregoing judgment, paid on Dec. 24th, 1903, \$350.80, and under written contract between him and the said W.M. Venable, the said W.M.Venable let him have a pair of horses at the

price of \$200.00, which was to go as a credit on the \$350.80, paid by the said Slemp on said judgment. But instead of applying the \$200.00 as a credit by Venable to Slemp on the \$350.80, your commissioner applies the \$200.00 as a credit by Venable on the original judgment of \$652.53, to A.G. Hyatt, Cashier &c., (See 3 Minor, part 1, page 428), and as to the residue of said payment by said Slemp, of \$150.80, the commissioner reports that the said Slemp is entitled to subrogation to the rights of said Hyatt, Cashier &c., for that amount, with interest thereon from Dec. 24th, 1903, till paid, or to substitution against each of his co-sureties for one-third of said \$150.80, aforesaid.

Your commissioner ascertains that against the other defendants in the above causes, there are the following judgments:

1st, Against W.S. Hickam--

On Judgment Lien Docket No. 2, page 142, there is a judgment in favor of Ira D. Glass vs. Wm. M. Venable and T.J. Larmer, rendered March 23, 1886, by the Circuit Court of Lee County, and docketed April 6, 1886, for \$487.44, to be discharged by the payment of \$242.72, with the legal interest thereon from Dec. 27, 1885, till paid, and the cost, \$3.93. There is no payment on this judgment as shown by the Judgment Lien Docket, but in Execution Book No. 3, page 216, in the Circuit Court clerk's office, there is an endorsement by the clerk of the satisfaction in full of his fees. It is claimed by Wm. S. Hickam, one of the defendants in this judgment, that the same has long since been fully paid and should have been so marked on the Judgment Lien Docket. But no evidence is produced before your commissioner as to the payment of this judgment, which, if still unpaid, is the first lien in order of priority against the real estate of the said Wm. S. Hickam, except the balance of purchase money hereafter referred to. The next judgment against the said Wm. S. Hickam, and which is second in order of priority, is the judgment of the Powell's Valley Bank, Inc., vs. W.M. Venable and W.S. Hickam, in which he is security, rendered June 12, 1903, reported in statement "X", amounting to \$1158.94, as of March 1st, 1904.

2nd, Against D.E. Hickam--

Against this party your commissioner finds no judgments, except those of the Powell's Valley Bank against him and others,

reported in statement "X", and in which he is security.

3rd, Against Francis E.Venable--

Against this party your commissioner finds no judgments, except those reported in favor of Powell's Valley Bank against her and W.M.Venable, in which she is co-principal, and in favor of A.G. Hyatt, Cashier &c., against her, W.M.Venable, G.C.Duff and H.L. Slomp, in which she is ^{co-}surety, reported in statement "X".

4th, Against J.B.Elkins--

Against this party your commissioner finds no judgments, except the judgment of the Powell's Valley Bank against him and W.M.Venable, in which the said Venable is principal, reported in statement "X".

5th, Against J.F.Allen--

Against this party your commissioner finds the following judgments docketed in the Judgment Lien Docket of Lee County, and not marked satisfied: first, a judgment in favor of Martha Mitchell against the said J.F.Allen, rendered Jan. 4th, 1897, and docketed Feb. 2, 1897, for \$6.00, with interest thereon from Oct. 15, 1897, until paid, and \$1.75 cost; second, a judgment in favor of B.F.Couk vs. the said J.F.Allen, rendered Dec. 19, 1898, and docketed Oct. 28, 1899, for \$14.00, with interest thereon from September 6, 1898, till paid, and \$1.25 cost; and third, the judgment in favor of the Powell's Valley Bank vs. J.F.Allen and W.M.Venable, in which J.F.Allen is principal, as reported in statement "X". These judgments are in order of priority as above set out.

6th, Against John P.Class--

Against this party your commissioner finds no judgments, except the judgments of the Powell's Valley Bank against him and others, in which the said W.M.Venable is principal, as reported in statement "X".

AS TO WHAT REAL ESTATE IS OWNED BY THE DEFENDANTS--

First, Your commissioner ascertains that the said W.M.Venable is the owner in fee of the several tracts of land set out by the Powell's Valley Bank in its bill, all of which is located on Wallen's creek in Lee County, Virginia.

Second, Your commissioner ascertains that W.S.Hickam is the owner in fee of about 200 acres of land located on Wallen's creek in Lee County, Virginia, adjoining the lands of W.M.Venable and

others, but upon a part of this land there is some purchase money liens yet due, the amount of which the commissioner is unable to report from the evidence before him.

Third, D.E.Hickam, at the time of the rendition of the judgments against him and others, reported in statement "X", was the owner of about 30 acres of land located on Hardy's creek, in Lee county, Virginia, adjoining the lands of Madison Russell and others.

Fourth, Francis E.Venable is the owner of a boundary of land, of a hundred and more acres, located on Wallen's creek, in Lee county, Virginia, the same being the land upon which the said Francis E. and W.M.Venable now live, the same being the tract of land conveyed to the said Francis E.Venable by the will of the late Jane M.Venable, *(a copy of which is herewith filed marked "W")*, but as to what interest the said Francis E. owns in said land the commissioner refers to the court to say, if such be deemed pertinent in this suit.

Fifth, Nancy M.Davis owns no lands in her own right that your commissioner is enabled to ascertain.

Sixth, John P.Glass is the owner of a tract or boundary of land on Blackwater, Virginia, of a hundred and more acres, but upon a part of this land there is due a balance of purchase money, which your commissioner is unable to ascertain from the evidence before him.

Seventh, J.B.Elkins is the owner of about 40 acres of land on Wallen's creek, in Back Valley, adjoining the land of H.T.Ferguson and others.

Eighth, J.F.Allen owns no land that your commissioner is enabled to ascertain from the records or otherwise.

In the deed from Maverva Bays to W.M.Venable, dated March 2, 1900, a copy of which is filed as an exhibit with the plaintiff's bill, there is a stipulation that the said W.M.Venable shall pay off and satisfy a deed of trust on said land of \$412.50 that is due and payable to Henry J.Morgan. This debt your commissioner is directed by the said Morgan to report as satisfied.

And now having reported as fully as he is enabled from the evidence before him, upon all matters specially referred by the court, or deemed pertinent by himself, or that is required by any

one in interest, your commissioner here respectfully submits this
his report, this January 7th, 1904.

.....*A. M. Goins*.....
Commissioner.

Fee for this Report, \$ 60.00.

Fee charged to Mrs. W. Lambert and Powell's Valley Bank, Inc.

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make
oath that I was diligently employed not less than 80 hours, in performing the
services for which the fee above stated is charged, and do so certify, this 7th
day of January, 1904.

.....*A. M. Goins,*.....
Special Commissioner.

See following
Statement "X."
#.

Statement of Liens, Specific and Judgment, against the Real Estate
of
W.M.Venable.

To vendor's lien in favor of the Administrators or
Executors of Nancy M.Davis, on the 106 acre tract
conveyed by J.M.Stamper et al. to W.M.Venable, (See
deed from J.M.Stamper et al. to W.M.Venable, and
deed from Nancy M.Davis to Margaret Stamper), for \$1000.00 \$1000.00

To amount of note executed to I.D.Glass by W.M.Ven-
able, for balance due him on purchase money notes
on 42 1-2 acre tract of land conveyed by W.G.Glass
et ux. to W.M.Venable, and to secure the payment
of which a vendor's lien was retained in the deed
for said 42 1-2 acre tract, (See deed from W.G.
Glass et ux. to W.M.Venable; see also chancery
suit of I.D.Glass vs. W.M.Venable et al), for \$64.81
" Int. on same from 11/9/'02 to 3/1/'04, 5.10
" Cost on aforesaid chancery suit, 26.85 \$ 96.76

To judgment in favor of the Powell's Valley Bank vs.
W.M.Venable and W.S.Hickam--Judgment rendered
6/12/'03, by Circuit court of Lee county, and
docketed 6/13/'03, for \$2221.34
" Int. on \$644.42 from 3/15/'03 to 7/15/'03, 12.89
" " " \$412.50 " 3/27/'03 to 7/15/'03, 7.42
" " " \$1000.00 " 6/15/'03 to 7/15/'03, 5.00
" " " \$164.42 " 6/12/'03 to 7/15/'03,90
" Cost on judgment, 7.78
To amount due 7/15/'03, \$2255.33
By amount paid 7/15/'03, 781.30
To balance due 7/15/'03, \$1474.03
" Int. on bal. from 7/15/'03 to 10/8/'03, 20.39
To amount due 10/8/'03, \$1494.42
By amount paid 10/8/'03, 159.50
To balance due 10/8/'03, \$1334.92
" Int. on balance from 10/8/'03 to 11/18/'03, 8.90
To amount due 11/18/'03, \$1343.82
By amount paid 11/18/'03, 204.44
To balance due 11/18/'03, \$1139.38
" Int. on bal. from 11/18/'03 to 3/1/'04, 19.56
To amount due, as of 3/1/'04, \$1158.94 \$1158.94

To judgment in favor of Powell's Valley Bank vs.
W.M.Venable and D.E.Hickam--Judgment rendered
6/12/'03, by Circuit court of Lee county, and
docketed 6/13/'03, for \$ 160.00
" Int. on same from 6/4/'03 to 7/15/'03, 1.09
To amount due 7/15/'03, \$ 161.09
By amount paid 7/15/'03, 50.32
To bal. due 7/15/'03, \$ 110.77
" Cost on judgment, 6.68
To amount due 7/15/'03, \$ 117.45
" Int. on same from 7/15/'03 to 10/8/'03, 1.62
To amount due 10/8/'03, \$ 119.07
By amount paid 10/8/'03, 10.15
To balance due 10/8/'03, \$ 108.92
" Int. on bal. from 10/8/'03 to 11/18/'03,73
To amount due 11/18/'03, \$ 109.65
By amount paid 11/18/'03, 13.01
To balance due 11/18/'03, \$ 96.64
" Int. on bal. from 11/18/'03 to 3/1/'04, 1.66
To amount due, as of 3/1/'04, \$ 98.30 \$ 98.30

*This judgment
is assigned
to R.R. Pennington
for collection
without recourse
by J.D. Glass,
Att'y*

To judgment in favor of the Powell's Valley Bank vs.
W.M.Venable and J.B.Elkins--Judgment rendered 6/12/
'03, by Circuit Court of Lee county, and docketed
6/13/'03, for \$ 354.43
" Cost on judgment, 6.68
To amount due as of 7/19/'03, \$ 361.11
By amount paid 7/15/'03, 108.77
To bal. due as of 7/19/'03, \$ 252.34
" Int. on bal. from 7/19/'03 to 10/8/'03, 8.32
To amount due 10/8/'03, \$ 255.66
By amount paid 10/8/'03, 21.95
To bal. due 10/8/'03, \$ 233.71
" Int. on bal. from 10/8/'03 to 11/18/'03, 1.56
To amount due 11/18/'03, \$ 235.27
By amount paid 11/18/'03, 28.12
To bal. due 11/18/'03, \$ 207.15
" Int. on bal. from 11/18/'03 to 3/1/'04, 3.56
To amount due, as of 3/1/'04, \$ 210.71 \$ 210.71

To judgment in favor of the Powell's Valley Bank vs.
W.M.Venable and F.E.Venable--Judgment rendered
6/12/'03, by Circuit court of Lee county, and
docketed 6/13/'03, for \$ 462.20
" Cost on judgment, 6.68
" Int. on \$420.19, from 5/1/'03 to 7/15/'03, 5.25
To amount due 7/15/'03, \$ 474.13
By amount paid 7/15/'03, 143.08
To bal. due 7/15/'03, \$ 331.05
To Int. on bal. from 7/15/'03 to 10/8/'03, 4.58
To amount due 10/8/'03, \$ 335.63
By amount paid 10/8/'03, 28.88
To bal. due 10/8/'03, \$ 306.75
" Int. on bal. from 10/8/'03 to 11/18/'03, 2.05
To amount due 11/18/'03, \$ 308.80
By amount paid 11/18/'03, 37.01
To bal. due 11/18/'03, \$ 271.79
" Int. on bal. from 11/18/'03 to 3/1/'04, 4.67
To amount due, as of 3/1/'04, \$ 276.46 \$ 276.46

To judgment in favor of J.F.Witt vs. W.M.Venable--
Judgment rendered 6/15/'03, by Lee county Circuit
court, and docketed 6/15/'03, for, \$ 177.90
" Int. on same from 8/1/'03 to 3/1/'04, 6.23
" Cost on judgment, 6.68
To amount due on judgment, as of 3/1/'04, \$ 190.81 \$ 190.81

This debt assigned to R.H. Pennington in May 20, 1905 Subsequent to this time

To judgment in favor of P.H.Larner and W.S.Hickam vs.
Wm. M.Venable--Judgment rendered 6/15/'03, by the
Circuit court of Lee county, and docketed 6/15/'03,
for \$ 306.18
" Int. on same from 1/13/'03 to 2/23/'03, 2.04
" Cost on judgment, 6.68
To amount due 2/23/'03, \$ 314.90
By amount paid 2/23/'03, 175.00
To bal. due 2/23/'03, \$ 139.90
" Int. on bal. from 2/23/'03 to 7/15/'03, 3.51
To amount due 7/15/'03, \$ 143.21
By amount paid 7/15/'03, 43.99
To bal. due 7/15/'03, \$ 99.22
" Int. on bal. from 7/15/'03 to 10/8/'03, 1.37
To amount due 10/8/'03, \$ 100.59
By amount paid 10/8/'03, 8.75
To bal. due 10/8/'03, \$ 91.84
" Int. on bal. from 10/8/'03 to 11/18/'03,61
To amount due 11/18/'03, \$ 92.45
By amount paid 11/18/'03, 11.31
To bal. due 11/18/'03, \$ 81.14
" Int. on bal. from 11/18/'03 to 3/1/'04, 1.39
To amount due, as of 3/1/'04, \$ 82.53 \$ 82.53

This judgment has been assigned to R.H. Pennington See Assignment

1090.51

To judgment in favor of David Banner, Admr. &c., vs. W.M.Venable--Judgment rendered 6/15/'03, by Circuit court of Lee county, and docketed 6/15/'03, for \$ 165.00
" Int. on same from 11/8/1898 to 7/15/'03, 46.39
" Cost on judgment, 8.06
To amount due 7/15/'03, \$ 219.45
By amount paid 7/15/'03, 63.09
To bal. due 7/15/'03, \$ 156.36
" Int. on bal. from 7/15/'03 to 10/8/'03, 2.16
To amount due 10/8/'03, \$ 158.52
By amount paid 10/8/'03, 12.71
To bal. due 10/8/'03, \$ 145.81
" Int. on bal. from 10/8/'03 to 11/18/'03,97
To amount due 11/18/'03, \$ 146.78
By amount paid 11/18/'03, 16.32
To bal. due 11/18/'03, \$ 130.46
" Int. on bal. from 11/18/'03 to 3/1/'04, 2.24
To amount due, as of 3/1/'04, \$ 132.70 \$ 132.70

To judgment in favor of A.J.Litton vs. Wm.M.Venable--Judgment rendered 6/24/'03, by J.M.Durham, J.P., and docketed 7/6/'03, for \$ 49.60
" Int. on same from 12/1/'02 to 3/1/'04, 3.72
" Cost on judgment, 1.25
To amount due, as of 3/1/'04, \$ 54.57 \$ 54.57

To judgment in favor of G.C.Duff & Co. vs. Wm.M.Venable--Judgment rendered 6/24/'03, by J.M.Durham, J.P., and docketed 7/6/'03, for \$ 27.11
" Int. on same from 12/1/'00 to 3/1/'04, 5.29
" Cost on judgment, 1.25
To amount due, as of 3/1/'04, \$ 33.65 \$ 33.65

To judgment in favor of G.C.Duff & Co. vs. Wm.M. Venable--Judgment rendered 6/24/'03, by J.M.Durham, J.P., and docketed 7/6/'03, for \$ 7.57
" Int. on same from 12/1/'02 to 3/1/'04,57
" Cost on judgment, 1.25
To amount due, as of 3/1/'04, \$ 9.39 \$ 9.39

To judgment in favor of O.C.Lee vs. Wm.M.Venable--Judgment rendered 6/27/'03, by H.C.Joslyn, J.P., and docketed 7/3/'03, for \$ 25.35
" Int. on same from 12/20/'02 to 3/1/'04, 1.82
" Cost on judgment, 1.25
To amount due, as of 3/1/'04, \$ 28.42 \$ 28.42

To judgment in favor of J.W. & W.E.Orr vs. W.M. Venable--Judgment rendered 7/2/'03, by H.C.Joslyn, J.P., and docketed 7/3/'03, for \$ 39.66
" Int. on same from 5/22/'03 to 11/16/'03, 1.15
" Cost on judgment, 1.25
To amount due 11/16/'03, \$ 42.06
By amount paid 11/16/'03, 9.50
To bal. due 11/16/'03, \$ 32.56
" Int. on bal. from 11/16/'03 to 3/1/'04,57
To amount due, as of 3/1/'04, \$ 33.13 \$ 33.13

To judgment in favor of The Myer Dry Goods Co. vs W.M. Venable--Judgment rendered 7/9/'03, by the Circuit court of Lee county, and docketed 7/23/'03, for . . \$ 181.23
" Int. on same from 7/9/'03 to 3/1/'04, 7.01
" Cost on judgment, 7.18
To amount due, as of 3/1/'04, \$ 195.42 \$ 195.42

These 3 closers assigned to R.H. Pennington Nov 27, 1905

Assigned to R.H. Pennington

This freight assigned to R.H. Pennington Nov 28, 1905

Assigned to R.H. Pennington

7" To judgment in favor of Wm. W. Lambert vs. Wm. M. Venable--Judgment rendered 7/10/'03, by Circuit court of Lee county, and docketed 7/23/'03, for . . . \$ 200.00
 " Int. on same from 12/1/'02 to 3/1/'04, . . . 15.00
 " Cost on judgment, . . . 6.98
 To amount due, as of 3/1/'04, . . . \$ 221.98 \$ 221.98

This judgment assigned to R. P. M. 21-1906 Subsequent

7" To judgment in favor of Mitchell, Powers Hardware Co. vs. Wm. M. Venable--Judgment rendered 7/10/'03, by Circuit court of Lee county, and docketed 7/23/'03, for . . . \$ 112.56
 " Int. on \$112.06 from 6/8/'03 to 3/1/'04, . . . 4.91
 " Cost on judgment, . . . 6.98
 To amount due, as of 3/1/'04, . . . \$ 124.45 \$ 124.45

8" To judgment in favor of J.R. Gibson & Sons vs. Wm. M. Venable--Judgment rendered 7/14/'03, by H.C. Joslyn, J.P., and docketed 7/21/'03, for . . . \$ 24.30
 " Int. on same from 1/1/'03 to 3/1/'04, . . . 1.70
 " Cost on judgment, . . . 1.25
 To amount due, as of 3/1/'04, . . . \$ 27.25 \$ 27.25

9" To judgment in favor of Powell's Valley Bank vs. J.F. Allen and W.M. Venable--Judgment rendered 7/25/'03, by H.C. Joslyn, J.P., and docketed 7/25/'03, for . . . \$ 67.50
 " Int. on same from 6/17/'03 to 3/1/'04, . . . 1.85
 " Cost on judgment, . . . 1.75
 To amount due, as of 3/1/'04, . . . \$ 71.10 \$ 71.10

9" To judgment in favor of Hunstman Bros. & Co. vs. Wm. M. Venable--Judgment rendered 7/25/'03, by H.C. Joslyn, J.P., and docketed 7/27/'03, for . . . \$ 98.20
 " Int. on \$43.00 from 6/1/'03 to 3/1/'04, . . . 1.93
 " " " \$55.20 " 7/11/'03 to 3/1/'04, . . . 2.12
 " Cost on judgment, . . . 1.25
 To amount due, as of 3/1/'04, . . . \$ 103.50 \$ 103.50

10" To judgment in favor of Faucette Grocery Co. vs. W.M. Venable--Judgment rendered 10/3/'03, by J.F.W. Saddler, J.P., and not docketed, for . . . \$ 11.50
 " Int. on \$11.00 from 5/1/'03 to 3/1/'04,55
 " Cost on judgment, . . . 1.00
 To amount due, as of 3/1/'04, . . . \$ 13.05 \$ 13.05

11" To judgment in favor of James Collinworth vs. W.M. Venable--Judgment rendered 10/19/'03, by J.F.W. Saddler, J.P., and not docketed, for . . . \$ 28.90
 " Int. on same from 10/19/'03 to 3/1/'04,64
 " Cost on judgment, . . . 1.00
 To amount due, as of 3/1/'04, . . . \$ 30.54 \$ 30.54

This judgment assigned to R. P. M. 21-1905

72" To judgment in favor of Powell's Valley Bank vs. D.E. Hickam, W.M. Venable and John P. Glass--Judgment rendered 11/../'03, by Circuit court of Lee county, and docketed 11/13/'03, for . . . \$ 160.00
 " Int. on same from 12/4/'02 to 3/1/'04, . . . 11.92
 " Cost on judgment, . . . 9.36
 To amount due, as of 3/1/'04, . . . \$ 181.28 \$ 181.28

72" To judgment in favor of J.L. Crumley vs. W.M. Venable--Judgment rendered 11/../'03, by Circuit court of Lee county, and docketed 11/13/'03, for . . . \$ 119.02
 " Int. on \$118.52 from 6/10/'03 to 3/1/'04, . . . 5.16
 " Cost on judgment, . . . 9.14
 To amount due, as of 3/1/'04, . . . \$ 133.32 \$ 133.32

"12" To judgment in favor of A.J.Baker vs. W.M.Venable and G.C.Duff (surety)--Judgment rendered 11/../'03, by Circuit Court of Lee County, and docketed 11/13/'03, for \$ 600.00
 " Int. on same from 10/28/'02 to 3/1/'04, 48.30
 " Cost on judgment, 8.66
 To amount due, as of 3/1/'04, \$ 656.96 \$ 656.96

"12" To judgment in favor of A.G.Hyatt, Cashier &c., vs. W.M.Venable, F.E.Venable, G.C.Duff and H.L.Slomp--Judgment rendered 11/../'03, by Circuit court of Lee County, and docketed 11/13/'03, for \$ 652.53
 " Int. on same from 7/24/'03 to 12/24/'03, 16.31
 " Cost on judgment, 10.06
 To amount due 12/24/'03, \$ 678.90
 By amount paid 12/24/'03, 333.26
 To bal. due 12/24/'03, \$ 345.64
 " Int. on bal. from 12/24/'03 to 3/1/'04, 3.86
 To amount due, as of 3/1/'04, \$ 349.50 \$ 349.50

"12" To amount paid by H.L.Slomp on the preceding judgment, to which he is entitled to subrogation, \$ 150.80
 " Int. on same from 12/24/'03 to 3/1/'04, 1.68
 To amt. due H.L.Slomp, as of 3/1/'04, \$ 152.48 \$ 152.48

"12" To judgment in favor of Powell's Valley Bank vs. Patton Elkins and W.M.Venable--Judgment rendered 11/../'03, by Circuit Court of Lee County, and docketed 11/13/'03, for \$ 170.50
 " Int. on same from 7/19/'03 to 3/1/'04, 6.31
 " Cost on judgment, 8.66
 To amount due, as of 3/1/'04, \$ 185.47 \$ 185.47

"13"
A. To judgment in favor of J.C.Noel vs. W.M.Venable--Judgment confessed in Circuit Court clerk's office 12/31/'03, and docketed 12/31/'03, for \$ 200.00
 " Int. on same from 12/31/'03 to 3/1/'04, 2.00
 " Cost on judgment, 6.53
 To amount due, as of 3/1/'04, \$ 208.53 \$ 208.53

A. To claim of J.M.Durham, J.P., for taking depositions for W.M.Venable in the suit of Venable & Bays vs. Stamper, \$ 15.00 \$ 15.00

A. To claim of C.T.Duncan vs. W.M.Venable, for attorney's fee &c., in case of Venable & Bays vs. Stamper. (This claim, the claim of J.M.Durham, and the claim of J.C.Noel, indicated by the judgment aforesaid, are prior liens on the tract of land conveyed by Manerva M. Bays to W.M.Venable, and which was the subject of litigation in the recent suit of Venable & Bays vs. Stamper in the Supreme Court of Appeals of Virginia). Amount of said Duncan's claim, \$ 237.95 \$ 237.95
 TO TOTAL INDEBTEDNESS, AS PER THIS STATEMENT, 3/1/'04, \$6314.15

STATEMENT "X".

6314
 630
 5664
 170
 230
 200
 250
 650

This is the property of R.H. Cunningham - Successor in interest - dated Nov. 20, 1905.

Assigned to R.H. Cunningham

Wm W. Lambert

vs. { In Chy.

W. M. Venable,

vs.

Powell's Valley Bank, Inc.

vs. { In Chy.

W. M. Venable et al.

Commissioner's Report.

Report Filed Jan. 8th 1903

A B Mursey Clerk

Court's Fee, \$60⁰⁰/₁₀₀.

To the Hon H.A.W.Skeen, Judge of the circuit Court for Lee County, Va.

Your undersigned Specail commissioners in the chancery cause of Powell's Valley Bank vs W.M.Venable, and other causes brought on therewith, beg leave to report that since the filing of their report of sales made herein, the purchaser Mrs. F.E. Venable has asked your said Comr. Pennington to have the sales herein reported confirmed, notwithstanding the suit refered to in the last report has not yet been settled. Your commissioneres think this is the best thing to do and recomend the confirmation of said sale on the terms reported by us.

Respectfully submitted

Robert L. Pennington
James W. Orr } *Courts*

Powells Valley Bank et al,

* Supplemental report
vs.* of
* Orr and Pennington

W.M.Venable et al.

Filed Feb'y 22, 1905.

H. E. T. C. Clerk.

Powers Valley Road, Conestoga
vs. In Chancery
H. M. Venable et al., Defts.

To the Hon. H. A. W. Sherr, Judge
of the Circuit Court for the County of
The undersigned Special Commissioner's
report that F. E. Venable's entire purchase
money notes become due April 30,
1906, and have not been paid. It is left
that Mrs. Venable made a private sale
of one of the tracts of land to ~~H. E.~~ R. G.
Gloss, known on the town plan or
Stump's tract by which she realized
\$2000.00 as of May 2, 1906 to go on a
Credit on her purchase money notes,
and she turned over the entire amount
so realized to go on the said notes &
the proceeds have been applied to
the liens in this case. He regards
the tract of land well sold and
the Creditors in this case should
sanction her action in making said
sale. Detailed statement of our assets &
disbursements will be filed with
our final report.

This May 25, 1906.

Robt. P. Cunningham
James H. Orr

} Amos.

Pauco Valley Bank

T. $\frac{3}{4}$ Report

H. M. Venable & Co.

Filed May 25, 1906.

J. H. Ewing,

Clerk.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee
County:

Your undersigned special commissioners in the Chancery cause of Powell's Valley Bank and others against W. M. Venable and others report that F. E. Venable the purchaser of the land sold in this cause has completed her purchase by the payment of the entire purchase money and your commissioners ~~have~~ paid out the same to the parties entitled and taken their receipt therefore as per statement here attached as part of this report, and the said F. E. Venable is now entitled to a deed of conveyance for the land purchased by here in this cause.

Respectfully submitted.

For Princeton Sp. Commissioners

Robt L Drummond for Dr & Drummond Co. Inc.

In as with Bank of America, N.Y. & M. Vanoeber

1906

			Dr.	Cr.
April	10	To Acct of note to pay Ant & Corn	264 27	
		By " " Costs paid P. V. Bank, Am		103 80
		" " " " " " " " " " " "		25 98
		" " " " " " " " " " " "		16 93
		" " " " " " " " " " " "		58 78
		" " " " " " " " " " " "		58 78
1906	26	" Acct for place 1 st 2 nd 3 rd 4 th 5 th 6 th 7 th 8 th 9 th 10 th 11 th 12 th		1000
May	1	To Acct rec'd from J. E. Vanoeber,	2000 00	
	1	By " P. V. Bank, P. B. M. M. M.		1500 00
	2	" " " " " " " " " " " "		366 42
	2	" " " " " " " " " " " "		
	2	" " " " " " " " " " " "		76 18
	2	" " " " " " " " " " " "		47 40
1907	1	To Acct on Dr. for P. V. Bank, P. B. M. M. M.	390 582	
	10	By Acct for P. V. Bank, P. B. M. M. M.		365 28
	10	" " " " " " " " " " " "		34 88
	10	" " " " " " " " " " " "		22 31
	10	" " " " " " " " " " " "		36 55
	10	" " " " " " " " " " " "		63 75
	10	" " " " " " " " " " " "		39 26
	10	" " " " " " " " " " " "		11 00
	10	" " " " " " " " " " " "		33 18
	10	" " " " " " " " " " " "		38 74
	10	" " " " " " " " " " " "		19 347
	10	" " " " " " " " " " " "		243 90
	10	" " " " " " " " " " " "		35 64
	10	" " " " " " " " " " " "		178 32
	10	" " " " " " " " " " " "		243 53
	10	" " " " " " " " " " " "		85 62
	10	" " " " " " " " " " " "		83 598
	10	" " " " " " " " " " " "		139 41
	10	" " " " " " " " " " " "		145 53
	10	" " " " " " " " " " " "		155 93
	10	" " " " " " " " " " " "		152 6
	10	" " " " " " " " " " " "		120 50
	10	" " " " " " " " " " " "		31 84
	10	" " " " " " " " " " " "		66 28
	12	" " " " " " " " " " " "		577 86
			6170 09	6170 09

Pauw Valley Birds
H. A. B.
75 { Report of Dr. H. A. B.
 { Com. Shovins
 { Collection & Distribution

N. M. V. M. S. S. S.

File 2 12 day File, 1907-

L. C. J. Ewing,
V. C. S.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioners appointed in the Chancery cause of Powell's Valley Bank and others against W. M. Venable and others for the purpose of making a deed of conveyance to F. E. Venable beg^d leave to report that ~~they have~~ made the said ^{deed} and herewith filed the same with this report and asks that the said Venable be required to pay to ~~them~~ the usual fee for making said deed.

Respectfully submitted.

Orr & Cunningham Special Commissioners

Puuc Valley Bank

45. { Report of Bank
 { to J. E. Venable

W. M. Venable

Giles July 26
1907.

H. L. I. Ewing,
Clerk.

I, Jane m. Venable of Lee County, State of Virginia, being of sound mind and memory do make, publish and declare this to be my last will and testament to-wit;

First all my just debts and funeral expenses shall be first fully paid.

Second, I give, devise and bequeath twenty five dollars to my son Charles F. Venable and all the rest residue and remainder of my estate both real and personal to my daughter in law Francis Venable to have to hold to her the said daughter in law and to her heirs and assigns forever, so long as she is William M. Venables wife or widow when not all the above that is willed to her shall go equal to the heirs of my son William M. Venable to be the executor of this my last will and testament hereby revoking all former wills by me made, in witness whereof I have hereunto set my hand and seal, this December 16th 1897.

Jane M. Venable (Seal)

Signed, sealed, published and declared as and for her last will and testament by the above named testator in our presence who have at her request and in her presence and in the presence of each other, signed our names as witnesses thereto.

Bradley T. Young (Seal)

G. C. Duff (Seal)

Virginia

At a County Court begun and held for Lee County, at the Court-house thereof, on Monday the 19th day of March 1900.

The last will and testament of Jane M. Venable deceased, was this day produced in Court and proved by the oath of Bradley T. Young one of the attesting witnesses thereto, who also proved the execution of the said will by the testatrix in his presence and in the presence of G. C. Duff the other attesting witness thereto; and that they each signed said will as attesting witnesses at the request of the testatrix and in

her presence and in the presence of each other, they all three being there present together at the time of the signing of the same.

Thereupon said will is ordered to be recorded.

And on motion of W. M. Venable the executor named in said will who made oath thereto and together with H. T. Ferguson his surety, who was examined as to his sufficiency entered into and acknowledged a bond in the penalty of one hundred dollars, conditioned according to law, certificate is granted the said W. M. Venable for obtaining probate of said will in due form.

A Copy, Teste; B. M. Morgan, Clerk.

A Copy, Teste; H. C. T. Ewing Clerk.

Last will &
Testament of
James M. Vinables

"N."

copy

Clerk State

THIS DEED made this 23rd day of March 1896, by and between M. N. Glass and Elizabeth G. Glass his wife of the first part and Wm. Venable of the second part all of the County of Lee and State of Virginia;

Witnesseth, that the parties of the first part for and in consideration of Sum of One thousand and three dollars and seventy eight cents, six hundred and twenty five in hand paid, the receipt whereof is hereby acknowledged, and the remaining three hundred and seventy eight dollars and seventy eight cents secured to be paid by the party of the second part for which notes have been executed payable as follows, to-wit; One hundred and eighty nine dollars and thirty nine cents due September the 23rd 1896, and one hundred and eighty nine dollars and thirty nine cents due March the 23rd 1897, with interest from date the parties of the first part doth by these presents grant, bargain, sell and convey unto the parties of the second part all that certain tract or parcel of land situated in Lee County State of Virginia and on the North side of Powells Mountain on Wallens Creek and bounded as follows to-wit; Beginning on the top of Powells Mountain at a stake a corner of William G. Glasses land, thence Northward to a spring and with said spring branch to the partnership fence between W. G. Glass and the said M. N. Glass with said fence northward to a stake in the Taylor line with said line westward to the Ferguson line thence with Fergusons marked line to the top of said Mountain to the beginning, containing by estimation Sixty two acres be the same more or less. To have and to hold unto the said parties of the second part with all things pertaining thereto to him and his heirs forever, and the parties of the first part covenants to and with the said parties of the second part that they do and will forever defend the title to said tract or parcel of land hereby conveyed against them and their heirs. In witness whereof they have set their hands and seals, this day and year first above written.

M. N. Glass (Seal)
her

Elizabeth x G. Glass (Seal)
mark

Lee County, State of Virginia to-wit;

I, E. A. Robinett a Justice Peace within and for said County and State aforesaid, do certify that M. N. Glass and Elizabeth G. Glass his wife whose names are signed to the foregoing deed bearing date the 23rd day of March 1896, personally appeared before me in my County and acknowledged that they did sign

the above deed as there own free act and deed . In witness whereof I have hereunto set my hand this 23" day of March 1896.

E. A. Robinett J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of said County, the 20th day of April 1896. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; S. V. F. Richmond Clerk.

A Copy, Teste;-----*Henry J. Morgan*-----Deputy Clerk.
(D. B. No. 32 Page 466)

M. N. Glass wife

To / Deed

Wm M. Venable

Copy

Q. Valley Bank

v $\frac{5}{3}$ Exhibit - "A"

W. M. Venable et al -

clerk .40 cts

THIS DEED made this the 19 day of November 1900, between J. M. Stamper C. T. Stamper and Mary E. Stamper his wife and S. R. Stamper parties of the first part and William M. Venable party of the second part; and all of Lee County Virginia;

Witnesseth, that for and in consideration of Twenty-one hundred dollars (\$2100.00) paid and to be paid as follows to the said parties of the first part by the said party of the second part to-wit; Five hundred in hand paid, the receipt of which is hereby acknowledged, Six hundred dollars to be paid to the said C. T. Stamper and S. R. Stamper twelve months after date with interest from date which said sum is evidenced by note bearing even date herewith and One thousand to be paid to the Administrators or Executors of Nancy M. Davis with in two years after the death of the said Nancy M. Davis, the said parties of the first part do grant, bargain, sell, convey and confirm unto the said William M. Venable with covenants of general warranty, all that certain tract or parcel of land situated in the said County of Lee on the waters of Wallens Creek and that said tract of land which was conveyed to Margaret Stamper by Nancy M. Davis on the 11 day of July 1896, and of which the said Margaret Stamper died seized and which by descent became the property of the said first parties, the said J. M. Stamper being the husband of the said Margaret Stamper and the said C. T. Stamper and S. R. Stamper being the only heirs-at-law of the said Margaret Stamper and which said tract or parcel of land is more particularly described as follows;

Beginning on a chestnut stump or rock in the Taylor line on the North side of Powels Mountain and running parallel with the Benjamin Hill east and west line, Northwardly to Wallens Creek thence up the said creek to the Mouth of Big Spring Branch and thence with the said spring branch to the head of spring to a beech stump or rock so as to divide the use of said spring equally between the said William M. Venable and the owners of the Jane M. Venable tract of land, thence westwardly to the parallel to a rock corner on the North side of Wallens creek, thence Northwardly with said parallel line to William Glass's line to some bushes and rock, thence westwardly with original line or the Ben Hill line to a white oak corner, the said white oak having large knots on body in said S. J. Hickams line, thence southwardly to a rock corner in A. J. Hickams

and Ben Hill line, thence eastwardly to a white oak stump, a rock corner being A. J. Hickams east corner, thence southwardly with Hills line running between two sycamores on the west bank of Wallens Creek, and crossing the creek to a rock corner in the Hill line and with same line to an ash on the Taylor line, thence eastwardly with the ^aTaylor line to the beginning, supposed to contain 106 acres be the same however more or less. To have and to hold the said tract or parcel of land together with the appurtenances thereunto belonging or in any wise appertaining unto the said William M. Venable forever. Witness the following signatures and seals, day and date first above written.

James M. Stamper (Seal)

C. T. Stamper (Seal)

Mary E. Stamper (Seal)

S. R. Stamper (Seal)

Virginia, Lee County to-wit;

I, V. H. Kelly a Notary Public for the County aforesaid, in the State of Virginia, do certify that J. M. Stamper, C. T. Stamper, Mary E. Stamper and S. R. Stamper whose names are signed to the above writing bearing date of Nov. 19, 1900 have acknowledged the same before me in my County aforesaid.

Given under my hand this the 19 day of Nov. 1900.

V. H. Kelly N. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 20th day of November 1900. This deed being duly stamped was presented and together with the certificate there^{to} annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy, Teste; Henry J. Morgan Deputy Clerk.
(D. B. No. 36 page 566)

James Stampen et al

to { Deed

Wm. M. Venable

Copy

P. Valley Bank

v Exhibit "B"

W. M. Venable et al

Clerk. 60 cts

THIS INDENTURE made the 2nd day of March 1900, between Manerva N. Bays of the town of Bristol, State of Tennessee, of the first part and Wm. M. Venable of the County of Lee and State of Virginia, of the second part; Witnesseth, that the said party of the first part for and in consideration of the sum of One dollar in hand paid and a further consideration that the second part will pay off and satisfy a deed of trust of \$412.50 that is due and payable to Henry J. Morgan, hath bargained and sold and by these presents doth grant and convey to the said party of the second part, a certain tract of land lying and being on Wallens Creek in the County of Lee, State of Virginia and is the same tract conveyed to Manerva Bays by Harvy N. Horton & wife by deed dated 30th January 1897, and reference is here made to said deed for metes and bounds of said land, together with all and singular the tenements hereditaments and all the estate, title and interest of the said party of the first part therein and the said party of the first part will warrant and defend the above granted premises in the quiet and peaceable possession of the party of the second part his heirs and assigns forever.

In witness whereof I have hereunto set my hand and seal, this day and date above written.

Minerva Bay (Seal)

Virginia, County of Lee to-wit;

I, G. C. Duff a Justice of the Peace in and for said County, State of Virginia, do certify that Manerva Bays whose name is signed to the writing above bearing date the 2nd day of March 1900, has acknowledged the same before me in my County.

Given under my hand this 2nd day of March 1900.

G. C. Duff J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 19th day of March 1900. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan, Clerk.

A Copy, Teste; Henry J. Morgan Deputy Clerk.

(D. B. No. 36 page 24)

Minerva Bays
to { Deed
Wm M. Venable

Copy

O. Valley Bank
vs Exhibit "A"

W. M. Venable & co

Clerk. 40 cts

This contract made this Feb. 25, 1903,
by and between D. E. Hickam of the first
part and W. M. Venable of the second
part, both of the County of Lee and
State of Virginia; Witnesseth, that for
and in consideration of one hundred and
twenty five dollars, (\$125.00), To be paid
to the party of the first part by the said
party of the second part twelve months
from date with interest, and further secur-
ed by note, the party of the first part,
of the firm of Hickam and Venable,
hereby sells, conveys and delivers unto
the said party of the second part, of said
firm, his entire interest in a stock of
goods at the store of the said Hickam
and Venable, at the mouth of Ross' branch
on Waller's Creek, in said County, including
all dues to the said store. And the said
Venable binds himself to pay off all
indebtedness and obligations of the said
firm connected with the said store, inclu-
ding the dues to J. P. Glass, to wholesale
houses, due bills to individuals, &c &c;
also to give up all his own property to be
levied on and sold to satisfy the said indebt-
edness and obligations of the said firm,

against the said store, and all costs and interest and damage to the said party of the first part, caused by default or otherwise, connected with the settlement of the said obligations of the said firm, before any property of the said Hickman is taken for said purpose. And the said party of the first part is given the right to show any collecting officer the property of the said party of the second part to be subjected to levy or distress to satisfy the said obligations of the said store before his own property or any part thereof is so subjected. The name of Hickman, it is hereby agreed, shall not further be used as a part of, or connected with said firm.

Witness our hands and seals this
Feb. 25th 1903.

D. E. Hickman

Seal

W. M. Unabls

Seal

Signed sealed and
delivered in the
presence of
E. N. Sword.

D. D. Price

E. N. Sword appointed holder by the above named parties

L. E. Hickson

From - Contract

M. M. Vauklee -

76"

VIRGINIA:

In the Clerk's office of the Circuit court of Lee county,
on the 23rd day of Dec. 1903.

VIRGINIA:

In the Supreme court of appeals, held at the state
Library Building, in the City of Richmond, on Thursday the 19th day
of Novemebr 1903.

Buchanan, J., absent.

William M. Venable and Minerva Bays	Appellants
against	
C. T. Stamper	Appellee.

Upon an appeal from and supersedeas to a decree pronounced by
the Judge of the Circuit court of Lee County, in vacation, on the
3rd day of February 1902.

This cause, which is pending in this court at its place of ses-
sion at Wytheville, having been fully heard but not determined at
said place of session; this day came the parties by counsel, and
the court having maturely considered the transcript of the record
of the decree aforesaid and arguments of counsel, is of opinion,
for reasons stated in writing and filed with the record, that there
is error in the decree of the said circuit court. It is therefore
decreed and ordered that the same be reversed and annulled, and
that the appellee pay to the appellants their costs by them expended
in the prosecution of their appeal and supersedeas aforesaid here.

And this court proceeding to give such decree as the said
circuit court ought to have given, it is further decreed and ordered
that the bill of the plaintiff in that court be dismissed and that
he pay to the appellants here their costs by them expended about
their defence in said circuit court.

Which is ordered to be entered in the order book here and
forthwith certified to the clerk of this court at Wytheville, who
will enter the same in the order book there and certify it to the
said Circuit court of Lee County.

A copy,	TESTE:
Appellants' costs at	H. Stewart Jones, C.C.
Richmond \$1.82	

A copy,	TESTE: J. B. Kelly, C.C.
---------	--------------------------

Appellants costs	
Tax	6.00
Attorney	20.00
Clerk & Pr.	10.96
Trans.	25.00
Sheriff	.50
	<u>\$ 322.46,</u>

TESTE:	J. B. Kelly, C.C.
--------	-------------------

A copy,	TESTE:
---------	--------

A. B. Mursey.....
clerk.

"Mandate"

Clerk for Copy 2^{cto} 5.

THIS DEED made this eleventh day of July one thousand eight hundred & Ninety-six between Nancy M. Davis of the first part and Margaret Stamper of the second part, all of the County of Lee & State of Virginia;

Witnesseth, that the said Nancy M. Davis for and in consideration of the sum of Two thousand dollars \$2000.00 to be paid as follows to-wit; One thousand dollars to be paid in work and improvement upon the land by the said Margaret Stamper, beginning February the 26th 1889 that being the time that the said Margaret Stamper moved on said land and the one thousand dollars that is to be paid in work is to settled and paid in full at the death of said Nancy M. Davis and only leaves one thousand dollars to be paid after the death of said Nancy M. Davis by the said Margaret Stamper or her heirs. The work to be done is improvements of any kind such as the said Margaret Stamper sees fit or proper to be done during the lifetime of the said Nancy M. Davis. The other Thousand dollars is to be paid to the ^{Executor or Administrator two year after the death of the} said Nancy M. Davis without interest till the expiration of the two years mentioned. Said land is to stand and be bound of the \$1000.00 to be paid after the death of said Nancy M. Davis until paid by the said Margaret Stamper or her heirs. And furthermore the said Margaret Stamper agrees to pay the said Nancy M. Davis one third of all the grain raised on the place corn to be cribbed, wheat thrashed, and oats stacked or put in barn, on all the land that was in cultivation at the time the said Margaret Stamper moved on the place Feb. 26th 1889. There is no rents to be paid after the death of said Nancy M. Davis. Now in the event that the said Margaret Stamper or her heirs should fail to pay the rents and leave the ^{farm} ~~same~~ as agreed. The said Nancy M. Davis shall have the right to rent to some-one else and receive the rents for her benefit and support. The land sold by Nancy M. Davis to Margaret Stamper is a part of the Benjamin Hill tract known as the west end of said land and bounded as follows; Beginning on a chestnut stump or rock in the Taylor line on North side of Powells Mountain an running parallel with Benj. Hill deceased east & west line Northwardly to Wallens Creek, thence up the Creek to the the Mouth of Big Spring branch and the same to head of spring to beech stump or rock so as to divide the use of the spring equally between Margaret Stamper and her heirs and Jane M. Venable and her heirs forever; thence westwardly to the parallel line to a rock

corner on the N. side of Wallens Creek, thence Northwardly on the line above named to William Glasses line to some bushes & rock, thence westwardly with original line on Benj. Hill line to a white oak corner with large knots on it, thence Southwardly to a rock corner in A. J. Hickams line, thence Eastwardly to a white oak stump and rock corner being A. J. Hickams E. corner, thence southwardly with Hills line running between two sycamores on the west bank of Wallens creek and crossing the creek to a rock corner in the Hill line, and with same line to an ash in the Taylor line, thence eastwardly with the Taylor line to the beginning. To have and to hold the said tract or parcel of land together with all the appurtenances thereunto belonging unto the said Margaret Stamper and her heirs forever, and the said Nancy M. Davis warrants generally the tract of land hereby conveyed, Witness the following signature and seal, this the day and year first herein written.

Nancy M. Davis (Seal)

County of Lee to-wit;

I, James M. Durham a Justice of the Peace for the County aforesaid, in the State of Virginia, do certify that Nancy M. Davis whose name is signed to the writing above bearing date on the 11th day of July 1896, has acknowledged the same before me in my County aforesaid. Given under my hand this 17th day of July 1896.

James M. Durham J. P.

Virginia, Lee County to-wit;

In the Office of the Clerk of said County, the 1st day of September 1896. This deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; S. V. F. Richmond, Clerk.

A Copy, Teste; Henry J. Morgan Deputy Clerk.
(D. B. No. 32 page 516 &c.)

Nancy M. Davis
to J. Seed

Margaret Stimpson

Cash

Clark 50 cts

VIRGINIA, LEE COUNTY, TO-WIT:

To The Sheriff, Constable of said County:

You are hereby commanded to summon J. F. Allen & W. M. Venable if to be found in your county, to appear at Jonesville in said county, on the 15th day of Jan, 1904, before me or some justice of the peace of said county as may then be there to try this warrant, to answer the claim of W. B. Meriman Adm J. S. W. Lackhart, in debt, to-wit, for the sum of Fifty Four dollars and 52 cents, due by W. B. Meriman. And then and there make return of this warrant. Given under my hand, this 30th day of Dec, 1903.

H. C. Joslyn, J. P.

Upon the hearing of the above warrant, judgment is that the plaintiff, W. B. Meriman Adm J. S. W. Lackhart recover of the defendant, J. F. Allen and W. M. Venable, the sum of Fifty Four dollars and 52 cents, with interest thereon from the 29th day of Nov 1903, till paid, and \$ 1.50 for his costs. This 15th day of Jan, 1904.

H. C. Joslyn, J. P.

VIRGINIA, Lee County, to-wit:

To John W. Higgins, Constable of said County:

or the Sheriff.

I command you, in the name of the Commonwealth of Virginia, that of the goods and chattles of J. F. Allen & W. M. Venable in your County, you cause to be made the sum of \$ 54.52, with interest thereon from the 29th day of Nov, 1903, till paid, which W. B. Meriman

Adm has recovered before me in a Warrant in Debt, and also the sum of \$ 1.50, which were adjudged to said W. B. Meriman Adm for costs in prosecuting said warrant. Given under my hand the 15th day of Jan, 1904.

H. C. Joslyn, J. P.

Homestead joined in the note. J.

Ex. M.

W. B. Merriman
Adm.

Warrant

J. F. Allen &

W. M. Venable

~~Not Executed by
reason of time~~

~~J. V. Hall D.S.~~

~~For W. F. Milham J. F.~~

This day S. B. Byington
made oath before me
that on Jan 8th 1904,
he delivered a true
copy of the within
warrant to W. M.
Venable and to J. F.
Allen, in Lee County
Virginia.

Given under my
hand this 9th
day of Jan 1904,
O. C. Forsyth J. P.

"14"

In order of priority among
the judgments

Judgment Lien Docket. J. L. D. # 2, p 142.

Date of Judgment	By what Court	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
1886 Mar 23	Rendered Lee Co Circ Court	1886 Apr 6"	Ira D. Glass vs { In Debt J. F. Larmer and Wm S Hickam of Lee Co, Va.	Plffs Defl Judgment for \$127.76 the penalty of a forthcoming bond to be discharg- ed by the payment of \$63.88, with legal interest thereon from the 22 nd day of Dec, 1885 till paid + the costs C 2.68 \$ 1.00 bal 25.	

A Copy,
A. W. Loins,
Clerk.

The above is marked "Satisfied in full see receipts
endorsed, June 23, 1886 R. D. Flannery, S. L. C."

Ex. Book # 3, p 216.

#

Ira D. Glass

vs. { J. L. D. #2, p 142.

J. P. Larmer & Wm S. Hickam

[#]
This judgment is marked
satisfied in full on
Ex. Book #3, p 216.

[#]

Judgment Lien Docket.

J. L. D. #3 to 2057

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
Sept 29, 1899	P. H. Dell JP	Decr 18th 1899	H. J. Ferguson - Plff. vs. John Elkins Def.	Judgment for \$69.50, with interest thereon from Jan'y 4, 1898, until paid and Cost J. P. 80c C 25.	

A copy -
A. M. Louis
Comm.

H. V. Ferguson

vs { J. L. D. # 3, p 205.

John Elkins.

Not in it - this
is the father of J. B.
Elkins. H

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

We Command You, That of the Goods and Chattels of

W. S. Hickman

late in your Bailiwick, you cause to be made \$ *213.65*, with legal interest thereon from the *7th* day of *March*, 1885, till payment, which

L. A. G. Glass

lately in our Circuit Court of Lee County, has recovered against *him* by suit for *Debt*

Also, \$ *7.76*, which to the said

Glass

in our Court were adjudged for *his* costs in

that behalf expended, whereof the said

Hickman

is convicted, as appears to us of record. And that you

have the same before the Judge of our said Court at the Court House on the first Monday in *November*

next, to render to the said

Glass

of the *Debt* and costs as aforesaid

And have then and there this Writ.

Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House, this

3rd day of *Sept.*

1885, in the 10

year of the Commonwealth.

J. A. G. Hyatt Clerk.

6 4.57
8 .80
4 2.50
5 2.50
\$7.76

$$\begin{array}{r} 30.00 \\ 23.00 \\ \hline 7.00 \end{array}$$

$$\begin{array}{r} 75.42 \\ 76.43 \\ \hline 1.01 \end{array}$$

52.56

Buland on Sept 2nd

Aug 25/86 \$138.94

3.43

$$\begin{array}{r} 125.56 \\ 52.10 \\ \hline 73.46 \end{array}$$

$$\begin{array}{r} 75.56 \\ 23.00 \\ \hline 52.56 \end{array}$$

216) Direct (D)
Aug. 31

Dr. D. Glass

W. S. Hickman

W. S. Hickman

For Kautchen Linn 1886

Levied on 2 three
year old horses and
an saddle mare the
property of

W. S. Hickman

OCT 31 1886

R. D. Selanary 8.56

Judgment Lien Docket.

J.L.D. #2 p 142.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
1886 Mar 23"	Lee Co. Circuit Court	1886 Apr 6"	Ina W. Glass vs Wm. S. Hickman + J. T. Larnier of Lee Co. Va	Plff Judgment for \$487.44, the penalty of a forthcoming bond to be discharged by the payment of \$243.72, with legal interest thereon from the 22 nd day of Dec. 1885, till payment + the cost £ 2.68 S. 1 ⁰⁰ Cts £ 25.	

A copy—
A. M. Goins,
Clerk.

See Ex. Book #3, p 216

Ira D. Glass

23. { J. L. D. # 2, p. 142.

Wm S. Hickam & J. P. Lerner

Nickerson classes
this period
#

Judgment Lien Docket.

J. L. D. #2 p 133

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
1885 - Aug 31	Lee Circuit Court	1885, Sept. 3.	Ira D. Glass, of Lee Co. Va. Plff vs $\frac{1}{2}$ In Debt Wm S. Hickman of Lee Co. Va. Deft	Judgment for \$212.65 with legal interest thereon from the 7 th day of March 1884, till paid and the cost C 4.51 5.50 A. 2.50 Co. C. 25	A copy - A. M. Lewis, Clerk

A forthcoming bond was given
on the above.

Judgment Lien Docket.

J.L.D. # 3, p. 146

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credit.
1897 Jan'y 4 th	Justice of Peace	1897 Feb'y 2 nd	Worthen Mitchel, Plff. vs. J. F. Allen, Deft	Judgment for \$6 ⁰⁰ , with interest from 15 th day of October 1897, until paid + costs J.P. \$1.50 + C 25.	

A Copy -
A. M. Goins,
Commr.

Martha Mitchell

vs. { J. L. D. # 3, p 146

J. F. Allen

Judgment Lien Docket.

J.L.D. # 3, p. 203.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Dec. 19 1898	W. A. Barker, J.P.	Oct. 28 th 1899	B. F. Couck vs { Indebt J. F. Allen	Plff Deft	Judgment for \$14 ⁰⁰ , with interest thereon from the 6 day of September, 1898, till paid and costs \$1.00 Clerk 25c.

A Copy -
A. M. Lewis,
Clerk.

B. F. Cook

vs { J. L. D. #3, p 203.

J. F. Allen

VIRGINIA, LEE COUNTY, TO-WIT:

To France Miles, Constable of said County:

You are hereby commanded to summon W. M. Venable
if to be found in your county, to appear at Jonesville in said
county, on the 21st day of Sept, 1903, before me or some justice of the
peace of said county as may then be there to try this warrant, to answer the claim
of Faucette Grocery Co, a corporation, in debt, to-wit, for the
sum of Eleven dollars and fifty cents, due by
Account. And then and there make return of this
warrant. Given under my hand, this 8th day of September, 1903.

J. F. W. Sadler, J. P.

Upon the hearing of the above warrant, judgment is that the plaintiff, Faucette
Grocery Co, a corporation recover of the defendant, W. M. Venable
the sum of Eleven dollars and fifty cents,
with interest ~~thereon~~ \$11.00 from the 1st day of May, 1903, till paid, and \$1.00
for his costs. This 3rd day of Oct, 1903.

J. F. W. Sadler, J. P.

VIRGINIA, Lee County, to-wit:

To France Miles, Constable of said County:

I command you, in the name of the Commonwealth of Virginia, that of the
goods and chattles of W. M. Venable, in your County,
you cause to be made the sum of \$11.50, with interest ~~thereon~~ on \$11.00 paid thereof
1st day of May, 1903, till paid, which Faucette Grocery Co
has recovered before me in a Warrant in Debt, and also the sum of
\$1.00, which were adjudged to said Faucette Grocery Co
for costs in prosecuting said warrant. Given under my hand the 3rd day of
October, 1903.

J. F. W. Sadler, J. P.

²²
Hauvette Grocery Co.

vs $\frac{1}{2}$ Warrant.

W. M. Venable.

Executed Sept the 9th
1903
Inance Miles C.L.C.

to property found
Decr 18th 1903
Inance Miles C.L.C.

Over Paid

Am't due 3/1/04, \$13.05-

Judgment Lien Docket.

J. L. D # 3, p 44.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Date, Damages, Interest and Costs.	Amounts and Dates of Credits.
1893 Nov.	Lee Co. Circuit Court	1894 March 27th	Charles M. Hill, Admr. Pff. vs. { Debt. Wm. M. Venable, Debt.	Judgment for \$182.00, with interest from the 21 st day of July 1891 till paid & costs cc 87, c 25;	

A Copy -
A. M. Gains,
Clerk.

Charles M. Hill, Admr.

vs. J. L. D. #3, p 44.

W. M. Venable.

H. W. Manning, Atty.

Barred by Limitation

Paid

Judgment Lien Docket.

J. L. D. #4, p 51.

Date of Judgment	By what Court Rendered.	Time of Docketing	Names and Descriptions of Parties	Date, Damages, Interest and Costs	Amount and Dates of Credits.
June 12 th 1903.	Lee County Circuit Court	June 13 th 1903.	John P. Glass, Plff. vs. { In Debt, D.E. Hickman and M.M. Venable, Defts.	Judgment, That the Plaintiff recover of the Defendants \$160.00, with interest from the 4 th day of December, 1902, until paid, and the costs C. \$3.81 Tax 1.00 Shff. 1.00 Atty. 2.50 Geo C. 25-	(see Ex. Book #1.60) This execution is satisfied in full. Paid to A.M. Louis, W.J. Milham, S.L. C. #

A Copy -

A.M. Louis,

Clerk.

Settled,

John P. Glass

vs { J.L.O # 4, p 51.

W. M. Venable et al.A. M. Lewis, Atty,

Paid

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
June 12th 1903.	Lee County Circuit Court	June 13th 1903.	Pawells Valley Bank, Plff. vs. { In Debt. W. M. Venable and W. S. Hickam, Defts.	Judgment, That the Plaintiff recover of the Defendant \$2056.92, (on notes varying homestead exemptions) with interest on \$644.42, part thereof from March 15th, 1903, and on \$412.50, from March 27th, 1903, and on \$1000.00 from June 15th, 1903, and on \$164.42 the attorney's fee provided for in said notes from the 12th day of June 1903, until paid and the costs.	Cr. July 15, 1903, \$781.30. Cr. Oct. 8, 1903, \$159.50. Nov. 18, 1903, \$204.44.

Clerk \$2.93
 Tax 2.10
 Atty 2.50
 Co. C. .25
 \$7.78

A Copy -
 A. M. Loring
 Comm.

Pawells Valley Bank
vs J. L. D # 4, p 52.
W. M. Venable et al.

P. Price, Atty.

Bal 3/1/04, \$115-8, 94

Judgment Lien Docket.

J. L. D. #4, p. 5-2.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Date, Damages, Interest and Costs.	Amounts and Dates of Credits,
June 12 th 1903	Lee County Circuit Court	June 13 th , 1903.	Powells Valley Bank, Plff. vs. { In Debt. W. M. Venable and D. E. Hickman, Defts.	Judgment, That the Plaintiff recover of the Defendants \$160.00, with interest from the 4 th day of June 1903, un- til paid and the costs. Clerk \$2.93 Tax 1.00 Atty. 2.50 Co. C. .25- \$ 6.68	Cr. July 15, 1903 \$50.32 Cr. Oct. 8, 1903, \$10.15- Cr. Nov. 18, 1903 \$13.01

A Copy -

J. M. Loring,

Clerk.

Powells Valley Bank

vs. { L.L.D. # 4, p 52.

W. Mc Venable et al.

P. Bros. Atty's.

Bal 3/1/04, \$98.30

Judgment Lien Docket.

J. L. B. #4, h 52,

Date of Judgment	By what Court Rendered	Time of Docketing	Names & Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
June 12th 1903.	Lee County Circuit Court	June 13th 1903.	Powells Valley Bank, Plff. vs. { In Debt. W. M. Venable and J. B. Elkins, Defts.	Judgment, That the Plaintiff recover of the Defendants \$322.21, and also \$32.22 the 10% atty's fee provided for in the note and declaration mentioned, with interest from the 19th day of July, 1903, until paid and the costs. Clerk \$2.93 Fid 1.00 Atty. 2.50 Co. C. 25-	Cr. July 15, 1903, \$108.77. Cr. Oct. 8, 1903, \$21.95- Nov 18, 1903 \$28.12

A Copy-

A. M. Louns,
Comm.

5- (112)
Powells Valley Bank
vs. J. L. D. #4, L 52.
Wm Venable et al

P. Bros. Atty.

Bal. 3/1/04, \$210.71

Judgment Lien Docket.

J. L. D. # 1 5-2.

Date of Judgment	By what Court Rendered	Time of Docketing	Names & Descriptions of Parties	Date, Damages, Interest and Costs.	Amount and Date of Credits.
June 12th, 1903	Lee County Circuit Court.	June 13th 1903.	Powells Valley Bank, Plff. vs. { In Debt W. M. Venable and F. E. Venable, Defts.	Judgment, That the plaintiff recover of the Defendants \$4 20.19, and also \$42.01, the 10% Atty. fee provided for in the note, with interest from the 1st day of May, 1903, until paid, and the Costs. Clerk \$2.93 Jal 1.00 Atty 2.50 Geo. C .25 \$6.68	Cr. July 15, 1903, \$143.08, Cr. Oct. 8, 1903 \$28.88 on Nov. 18, 1903 \$37.01

A Copy-

A. M. Gouss,

Clerk.

Pawells Valley Bank

vs { J. L. D. # 4, p 52.

W. M. Venable et al

P. Bros. Atty.

Bal, 3/1/04, \$276.46

Judgment Lien Docket.

J. L. O. #4, p 5-2.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amounts and Dates of Credits.
June 15 th 1903.	Lea County Circuit Court	June 15 th 1903.	J. F. With, Pff. vs. J. In Debt. W. M. Venable, Debt.	Judgment that the Plaintiff recover of the Debt. \$177.90, with interest from the 1 st day of August 1903 till paid and costs. C. \$2.93 tax 1.00 atty. 2.50 Co C .25 \$6.68	

A Copy-

A. M. Loring,

Clerk.

J. F. Mitt
vs. J. L. D. # 4, p 52.
Wm Venable

P. Boos. Atty.

Amt. 3/1/04, \$190.81

Judgment Lien Docket.

J. L. O. #4, p 52.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Date, Damages, Interest and Costs.	Amounts and Dates of Credits.
June 15 1903	Lee County Circuit Court	June 15th 1903.	P. H. Larmer & W. S. Hickam, Plffs. vs. { In Debt, Wm M. Venable, Deft.	Judgment for \$306.18, with interest from 13th day of January, 1903, till paid and costs. C. 2.93 tax, 1.00 atty, 2.50 co. c. 25- \$ 6.08	Cr. Feb 23, 1903, \$175.20 Cr. July 15, 1903, \$43.99 Cr. Oct. 8, 1903, \$8.75- Cr- Nov. 18, 1903 \$11.31

A Copy-

A. M. Goins,

Clerk.

P. H. Larmer^{2d} & W. S. Hickam

vs J. L. D. #4, p 52.

W. M. Venable.

Prm Dup

Bul. 3/1/04 \$ 82.83

Judgment Lien Docket.

J. L. D. #4, p 53

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and Costs.	Amount and Date of Credits.
June 15 th 1903.	Lee County Circuit Court	June 15 th 1903.	David Banner Admr. of C. L. Banner, Plff. vs. { In Debt. W. M. Venable, Deft.	Judgment that the Plff. recovers of the Deft. \$165.00, with interest from 8 th day of Nov. 1898, till paid and costs, C 3.81 tax 1.00 S. 50 attly. 2.50 co. c, .25 \$8.06	Cr. July 13, 1903, \$63.09 Cr Oct 8, 1903 \$12.71 Cr. Nov. 18, 1903, \$16.32

A Copy-

A. M. Linder,

Clerk.

David Banner, Admr.

vs { J. L. D. # 4, L 53.

W. M. Venable.

C. B. Duncan, Atty.

Bal. 3/1/04, \$132.70

Judgment Lien Docket.

J. L. D #4, h 53.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
July 2 nd 1903.	H. C. Joslyn J. P.	July 3 rd 1903	J. H. & W. E. Orr, Plff. vs. { In Debt H. M. Venable, Deft.	Judgment, That the Plaintiff recover of the Defendant \$39.66, with interest from the 22 nd day of May, 1903, til paid, and \$1.00 for costs, + 25 cents for blk.	100-16 th 1903 cr \$9.50

A Copy -
A. M. Loring,
Clerk.

J. M. & M. E. Orr

vs J. L. D. #4, p 53.

M. M. Venable.

Bal. 3/1/04, \$33.13

Judgment Lien Docket.

J. L. D. # ~~4~~, 1253.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
June 27 th 1903	H. C. Joslyn, J. P.	July 30 th , 1903	O. C. Lee, Plff. vs. { In Debt. W. M. Venable, Deft.	Judgment, That the Plaintiff recover of the Defendant \$25.35, with interest thereon from the 20 th day of Decem- ber, 1902, till paid, and \$1.00 for costs, + 25-cts for clk.	

A Copy-
A. M. Loring,
Clerk.

11.

O.C. Lee

vs J.L.D. # 4, p 53.

W. M. Venable.

R. P. W.

Amr. of Judge at 3/1/04, \$28.42

Judgment Lien Docket.

J. L. D. #4, p 53.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
June 24th, 1903.	J. M. Dur- ham, J. P.	July 6th, 1903.	W. J. Litton, Plff. vs. { In Debt. Wm. M. Venable, Deft.	Judgment, That the Plain- tiff recover of the Defen- dant \$49.60, with interest from the 1st day of Decem- ber 1902, til paid and also \$1.00 for costs, + 25-cents, Clk.	

A Copy-

A. M. Lewis,

Clerk.

A. J. Litton

vs. J. L. D #4, p 53.

W. M. Venable.

sent due 5/1/04, 35-4, 5-7

Judgment Lien Docket.

J. L. D. #4, p. 53.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
June 24 th 1903.	J. M. Dur- ham, J. P.	July 6 th 1903.	G. C. Duff & Co., Plffs. vs. { In Debt. Wm M. Venable, Debt	Judgment, That the Plaintiffs recover of the Defendant \$27.11, with interest thereon from the 1 st day of Decem- ber, 1900, till paid and also \$1.00 for costs + 25 cents for clk.	

A Copy-

A. M. Loring,

Clerk.

G. C. Duff & Co.
vs J. L. D # 4, p 53.
W. M. Venable:

Ant due 3/1/04, \$33.65-

Judgment Lien Docket.

J. L. D. #4, p 53.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
June 24 th , 1903	J. M. Durham J. P.	July 6 th , 1903.	L. C. Duff & Co., vs. { In Debt, Wm M. Venable,	Plffs. Deft.	Judgment, That the Plaintiff recover of the Defendant \$7.57, with interest from the 1 st day of December, 1902, till paid and \$1.00 for costs + 25-cts. for clerk.

A Copy

A. M. Loring,

Clerk.

G. C. Duff & Co.

25 J. L. D. # 4, k 5-3.

W. M. Venable.

Am't. due 3/1/04, \$9.39

Judgment Lien Docket.

J. L. R. #4, p 54.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs,	Amounts and Dates of Credits.
July 14th, 1903.	H. C. Joslyn, J. P.	July 21 st , 1903.	J. R. Gibson + Sons, Plffs vs. { In Debt, Wm M. Venable, Def.	Judgment, That the plaintiff recover of the defendant \$24.30, with interest from the 1 st day of January, 1903, till paid, and also \$1.00 for Costs, + 25-cts Clk.	

A Copy-

A. M. Goines,

Clerk.

J. R. Gibson & Sons
vs { J. L. D. # 4, 154.
W. M. Venable.

Out. due 3/1/04, \$27.25-

Judgment Lien Docket.

J. L. D. #4, p 54.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
July 9 th , 1903.	Lee County Circuit Court	July 23 rd 1903.	The Myer Dry Goods Company, P ^l ff. vs. { In Debt W. M. Venable, Deft.	Judgment, For \$181.23, with interest thereon from the 9 th day of July 1903, till paid and also \$7.18 costs. C. 2.93 M 1.00 S. .50 S. .50 Atty, 2.50 Geo. C .25	

A Copy -

A. M. Gains,

Clerk.

The Meyer Dry Goods Co.
vs. J. L. O. #4, p. 54.
W. M. Venable.

O. P. M.

Am't, due 3/1/04, \$195.42

Judgment Lien Docket.

J. L. D. #4, p 55.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Debt, Damages, Interest and Costs	Amounts and Dates of Credits.
July 10th 1903	Lee County Circuit Court	July 23rd 1903.	Wm. W. Lambert, Plff. vs. { In Debt. Wm. M. Venable, Deft.	Judgment, for \$200.00, with interest from the 1st day of December, 1902, till paid and also \$6.98 for costs. C. 2.73 Dae 1.00 Shff. .50 Atty. 2.50 Es. C. 25-	-

A Copy-

A. M. Goins,

Clerk.

Wm W. Lambert

vs. J. L. D. # 4, p. 5-55

W. M. Venable.

Onsme

Ante due 3/1/04, \$221.98

Judgment Lien Docket.

J. L. D. #4, p 56.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs	Amounts and Dates of Credits.
July 10th, 1903.	Lee Co. Circuit Court.	July 23rd, 1903.	Mitchell, Powers Hardware Co., ----- Plff. vs. { In Debt. Wm M. Venable, Deft.	Judgment, For \$112.56, with interest on \$112.06, part thereof from the 8th day of June, 1903, until paid, and also \$6.98 for costs. C. 2.73 Tax 1.00 S. .50 atty. 2.50 Co. C. 25-	

A Copy-

A. M. Linder,

clerk.

Mitchel, Powers & Son, Geo.

vs. { J. L. D. # 4, p. 5-6.

W. M. Tenable.

Orr & Son

Am't Due 3/1/04, \$124.45

Judgment Lien Docket.

J. L. R. #4, p 56.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
July 25 th , 1903	H. C. Joslyn J. P.	July 25 th , 1903.	Pawill's Valley Bank, Plff. vs. { In Debt. J. F. Allen & W. M. Venable, Defs.	Judgment, That the plaintiff recover of the defendant \$67.50, with interest thereon from the 17 th day of June 1903, till paid, and \$1.50 for costs, + 25-cts. for clk.	

A Copy -

A. M. Loring,
Clerk.

Pawells Valley Bank

vs. J. L. D. #4, p 56.

W. M. Venable et al,

P. Brown, Atty.

Amtd. due 3/1/04, \$71.10

Judgment Lien Docket. J. L. R. # 4, p 56.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
July 25th, 1903.	H. C. Joslyn, J. P.	July 27th, 1903.	Huntsman Bros. & Co. Plffs. vs. { In Debt. Wm M. Venable, Deft	Judgment, That the Plaintiffs recover of the Defendants \$98.20, with interest on \$43.00 from June 1st, 1903, and on \$55.20, from July 11th, 1903, till paid, and also \$1.00 for costs. X 25 cents for clk.	

A Copy -

A. M. Gains,

Clerk.

Huntsman Bros. & Co.

vs. J. L. O. #4, p. 56.

W. M. Venable.

L. P. Hyatt, atty,
or Orr & Noel

Amt. due 3/1/04, \$103.50

Judgment Lien Docket.

J. L. D. #4, p 58.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Nov. Term 1903	Lee Co. Circuit Court	Nov. 13 th , 1903.	J. L. Crumley, Plff. vs { In Debt. H. M. Venable, Deft.	Judgment for \$119.02, with interest on \$118.52, apart thereof from 10 th day of June, 1903, until paid, also \$9.14 for costs. <div style="text-align: right;"> Clk. 4.39 Tax 1.00 Shff 1.00 Atty 2.50 to Clk. 125- </div>	

A Copy -

A. M. Gaines,

Clerk.

J. L. Crumley
vs. { J. L. D. #4, p 58.
W. M. Venable.

Orry Roll

Cont. due 3/1/04, \$133.32

Judgment Lien Docket.

J. L. D. # 4, p. 5-8.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
Nov. Term, 1903.	Lee County Circuit Court	Nov. 13th, 1903.	A. J. Baker, Plff. vs. W. M. Venable and J. C. Duff (Surety) Defts	Judgment for \$600 ⁰⁰ / ₁₀₀ , with interest from the 28th day of October 1902, till paid, also \$8.66 for costs. Clerk 3.81 Tax 1.10 Shff. 1.00 atty. 2.50 Co clk 25-	

A Copy-

A. M. Gomer,

Clerk

22

A. J. Baker

23. { J. L. D. # 4, L 5-8.

W. M. Venable.

Orr + Noel

Am't due 3/1/04, \$656.96

Judgment Lien Docket.

J. L. D. #4, p 5-8.

Date of Judgment	By what Court Rendered	Time of Docketing	Name and Description of Parties	Debt, Damages, Interest and Costs	Amount and Date of Credits.
Nov. Term, 1903,	Lee County Circuit Court,	Nov. 13, 1903.	A. G. Hyatt, Cashier &c, Plff. vs. H. M. Venable, F. E. Venable, L. C. Duff and H. L. Slump, Defts.	Judgment for \$652.53, with interest from the 24th day of July, 1903, until paid; also \$10.06 for costs. Clerk 4.11 Tax 1.20 Shff 2.00 Atty. 2.50 Co. Clk .25	Cr. Dec 24th 1903 by amt paid by H. L. Slump \$333.26 L. J. Hyatt, Atty for Plff

A Copy-

A. M. Gains,
Clerk.

A. G. Hyatt, Cashier &c.

vs } J. L. D. #4, p 5-8.

W. M. Venable et al.

L. P. Hyatt, atty,

Am't due 3/1/04, \$686.19.

Judgment Lien Docket.

J. L. D. #4, p 3-8.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Nov. Term, 1903,	Lee County Circuit Court	Nov. 13th, 1903	Powell's Valley Bank, Plff. vs. Patton Elkins and W. M. Hum- able, Defts.	Judgment for \$155.00, and also \$15.50 the % atty's fee provided for (in) the note, making \$170.50, with interest from 19th day of July, 1903, until paid, also \$8.66 for costs. C. 3.91 F. 1.00 S. 1.00 att. 2.50 Co. clk 25-	

A Copy-

A. M. Loring,

Clerk

Powells Valley Bank
vs J. L. D. # 4, L. 58.
W. M. Venable et al.

P. Bros. Atty

(sent due 3/1/04, \$185.47)

Judgment Lien Docket.

J. L. D. #4, 158.

Date of Judgment	By what Court Rendered	Time of Docketing.	Name and Description of Parties.	Debt, Damages, Interest and Costs.	Amounts and Dates of Credits.
Nov. Term 1903 1903.	Lee County Circuit Court	Nov. 13 th 1903	Powells Valley Bank, Plff. vs. D.E. Hickam, W.M. Venable and John P. Glass, Defts	Judgment for \$160.00, with interest from the 4 th day of Dec., 1902, until paid; also \$9.36 for costs. Clerk 4.11 Tax 1.00 Shff 1.50 Atty 2.50 Co. C. 25-	

A Copy -

A. M. Louns,

Clerk.

Powell's Valley Bank
vs. { J.L.D. # 4, p 58.
W. M. Venable et al.

R. Bros. Atty's.

Am't. due 3/1/04, \$181.28

Clerk 2.78
Tax 1.00
Atty 2.50
Co Clerk 2.50
\$6.53

Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattels of

M. M. Venable

in your bailiwick, you cause to be made

(\$200.00) Two hundred dollars

with interest at the rate of six per centum per annum, from the

31st day of *December*

1903 until paid, which

J. L. Nail

late in our Circuit Court of the County of Lee, has recovered against the said

M. M. Venable

, as well for a debt as interest thereon; also

\$6.53

Six dollars and

fifty three

cents, which to the said

J. L. Nail

in the same court were adjudged for his costs

by him about his suit in that behalf expended, whereof the said

M. M. Venable

is convict as appears to us of record. And how you shall have executed this

writ make known at the rules to be holden in the clerk's office of our said

Circuit Court on

the *1st* Monday in *March* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, this

31st

day of

December

1903

, and in the *128th*

year of the Commonwealth.

A. B. Munsey Clerk

(28)
Does not leave the office
by order of Plaintiff
Form No. 214.

E. B. No. 6 p. 78

J. L. Nael

vs. }

FI. FA.

IN DEBT.

M. M. Venable

Or & Nael

p. q.

Came to hand

189 , at o'clock M.

To 1st March Rul. 1904
Circuit Court,

Judgt Decr 31st 1903

O. B. No. 7 p. 185

Judgment Lien Docket.

J. L. D #4, p. 60.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Descriptions of Parties.	Date, Damages, Interest and costs.	Amounts and Dates of Credits.
Dec 31 1903	Circuit Court Lee Co.	Dec 31 st 1903	J. C. Nail, Plff. vs { In Assumpsit W M Venable Defls.	Judgment for \$200 ⁰⁰ with interest from 31 st day of December 1903, till paid and also \$6.53 cost. Clerk 2.78 tax 1.00 atty. 2.50 Co. 6 .25	

A Copy—
A. M. Lewis,
Clerk.

No. 28.

J. C. Noel

vs } J. L. D. #4, L 60.

W. M. Venable

Mr Pennington
Mr. Rush wants a little
change in the lead
from the bed of the ~~ore~~
spring the line taps
part of his rod on. I
a greed to set him
up a bow the rod as
hit last no benefit
to us hit just taps
a bout 10 feet of his
rod I drove up a slope
where he is to come to
Rich Richmond

William M. Venable

1901. 2 & 3. To C. T. Dwyer Dr

To Amount paid for you an costs
in the Supreme Court of Appeals
of Virginia in the case of Venable
& Bays vs C. T. Dwyer & which is
part of the costs taxed in said case. \$15.45

To for the taxed attorney's fee in said case 10.00

" Attorney's fee in said case inclu-
ding expenses attending Court of Appeals 212.50

Total — — \$237.95

Virginia Lee County, to wit

This day C. T. Dwyer personally
appeared before me A M Lewis Esquire
sieur in the Chancery cause of the
Perrington Safe Bank vs W M Venable
and others and the other cases heard
therewith and made oath that the above
account is just true and unpaid, that
he rendered the services for which said
charge is made and that said services were
reasonable worth the sum charged and
that for said services as well as for the amount
paid out an costs he claims a lien upon
the tract of land conveyed by Minerva
Bays to said Venable, which was the subject
of litigation in said suit, and which was
gained by and sold to said Venable. Given under
my hand this 29th day of Decr 1903,
A. M. Lewis, Comr. &c.

C. F. Duncan

vs. { Sect. #237.95

H. M. Venable

To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

The exception of F. E. Venable to the report of A. M. Goins, commissioner, filed on the 8th day of January, 1904, in the chancery cause therein pending, entitled "Powell's Valley Bank, vs. W. M. Venable et al.", and other causes heard therewith.

The said F. E. Venable excepts to the said report in so far as it reports that she is co-principal with W. M. Venable in the Powell's Valley Bank judgment against them, ^{because} ~~it~~ is contrary to the facts, she is in fact being the security of the said Venable in the said judgment.

The said F. E. Venable states as a reason, why she did not appear before the said commissioner, either in person or by counsel, and prove and set up the said facts, that she was in such a state of health that she could not do so; that about the _____ day of October, 1903, she gave birth to twin children and prior to that time, and since that time up to the date of the filing of the said report, the state of her health and family has been such that it was impossible for her to attend to any business; and she therefore asks that she be allowed time in which to prove the facts in regard to her security-ship in the said Powell's Valley Bank judgment, and if necessary to do this, that this cause be again referred to the said commissioner.

L. J. Hyatt, atty for exceptor.

Powell's Valley Bank
vs. { In Chancery
W. M. Venable, et al.

Exceptions of F. E. Ven-
able to the Report of
A. M. Goins, Court. Filed
January 8, 1904.

The County, Virginia.

To the Hon. H. A. S. Green, Judge of the Circuit Court for

10/2/04

1903.
Decr.

W. M. Foyale.

To J. C. Nael, attorney

Dr.

To fee in the Chancery cause lately decided
against you in the Circuit Court of Lee
County Va. and decided in your favor
in the Court of Appeals of Va. in which
Stamper & others were plaintiffs
and you & others were defendants

\$250.00

W. M. Tenable
Loz Fee \$250.00
W. C. Nail.

See Judgment.

A. M. Louis
Comr.

Virginia,

At a Circuit court continued and held for Lee county at the cort-house thereof, on Tuesday July the 14th, 1903.

Wm.W.Lambert

Plaintiff)

Vs

) On a motion.

W.M.Venable

Defendant)

This day came the Plaintiff by his Attorney, and it appearing that the Defendant has had legal notice of this motion, and being solemnly called came not, it is considered by the court that the Plaintiff recover against the Defendant the sum of (\$200.00) two hundred dollars the amount of the note in said notice mentioned waiving homestead exemptions, and legal interest thereon from the 1st day of December 1902, till paid and the costs.

A copy,

Teste; A.B. Munsey Clerk.

Wm. W. Lambert
vs } Copy of Judgment
W. M. Venable

Exhibit "A"

Virginia;

At a Circuit Court continued and held for Lee county, at the Court-house thereof, on Friday November the 6th, 1903.

Wm.W.Lambert,	Plaintiff.)
against)
W.M.Venable,	Defendant)
		) In chancery.

and

Powells Valley Bank, Incorporated	Plaintiff)
vs)
W.M.Venable, W.S.Hickam, P.F.Hickam)
J.P.Glass, J.B.Elkins, Frances.F.Venable,)
J.F.Allen and Nancy.M.Davis	Defendants.)
		) In chancery.

The first named cause came on to be heard upon the bill of the plaintiff and exhibits filed therewith, the process duly executed on the defendant and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel.

And the second cause came on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendants and the cause matured at rules and set for hearing by the plaintiff, and was argued by counsel, and none of the defendants appearing the bills are taken for confessed by the defendants therein, respectively. On consideration thereof and for reasons appearing to the court it is ordered that these causes be heard together, and it is adjudged, ordered and decreed that A.M. Goins who is hereby appointed a commissioner for the purpose do take an account in these causes and ascertain and report the liens against the real estate of the defendants in these causes by judgment or otherwise, and who in favor of and their amounts and priorities, and what real estate of the defendants, or either of them should be subjected to the payment of said liens, and in what order, or manner the same should be subjected. Said commissioner will give notice of the time and place of his sitting, in the Southwest Virginian, for at least twenty days, and will report his action hereunder, and the cause is continued.

A Copy:
Teste A.B. Muncy Clerk

Wm. W. Lambert
vs
W. M. Venable
and
Powells Valley Bank
vs } Copy of Decree
W. M. Venable et al

Copy for A. M. Goins

Clerk 2.73
Tax 1.50
Shff 1.00
atty 2.50
Co. clk 25-
\$6.98

Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting.

WE COMMAND YOU, That of the goods and chattels of

W. M. Venable

in your bailiwick, you cause to be made (*\$200.00*) *Two hundred dollars*

with interest at the rate of six per centum per annum, from the *1st* day of *December*
1902 until paid, which *Wm. M. Lambert*

late in our Circuit Court of the County of Lee, has recovered against the said *W. M.*

Venable, as well for a debt as interest thereon; also (*\$6.98*)

Six dollars and *ninety eight* cents, which to the said

Wm. M. Lambert in the same court were adjudged for *his* costs

by *him* about *his* suit in that behalf expended, whereof the said *W. M. Venable*

is convict as appears to us of record. And how you shall have executed this

writ make known at the rules to be holden in the clerk's office of our said *Circuit* Court on

the *1st* Monday in *October* next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, this *22nd* day of

July, 1903, and in the 12^{8th} year of the Commonwealth.

A Copy

A. B. Munsey Clerk

Teste: A. B. Munsey Clerk

E. B. No. 6 p. 66

Wm. M. Lambert
vs. } FI. FA.
IN DEBT.

Mr. M. Verrable

Or & Noel p. q.

Came to hand

189, at o'clock M.

To 1st October Rules, 1903

Laurent Court,

Judgt July 10th 1903

O. B. No. 6 p. 169

Not executed no property found
this Sept. 21. 1903
J. W. Hall Deft
for W. J. Mulham S. L. C.

Date of Judgment	By what Court rendered.	Time of Docketing	name + description of parties	Debt, damages, interest and cost.	Amount + date of credits
July 10 th 1903	Lee County Circuit Court	July 23 rd 1903.	<u>Wm</u> W. Lambert vs { In Debt <u>Wm</u> M. Venable	Plff. Judgment for \$200.00 with interest from the 1 st day of December 1902, till paid and also \$6.98 for costs - C 2.73 tax 1.00 shff. .50 atty 2.80 Co. cl. .25	

A Copy Teste: Henry J. Morgan Deputy clerk.

Wm M. Variable

ads copy Lien Socket

Wm H. Lambert

clerk 25-cts -

August 1901.

Wm. M. Benable

To J. M. Durham, J.P.

Dr.

To Taking depositions vs C. J. Stampler,

Twenty hours @ 75^{cts} per hour

\$15.00

Received payment.

Mrs. M. Venable
Fee bill \$16.00

Received at 12, H.
July 20th 1903,
for properly
found & satis-
fy the within
fee bill this
20th day of Nov
1903.

J. B. Hall S.S.
for W. W. Miller

J. M. Durham

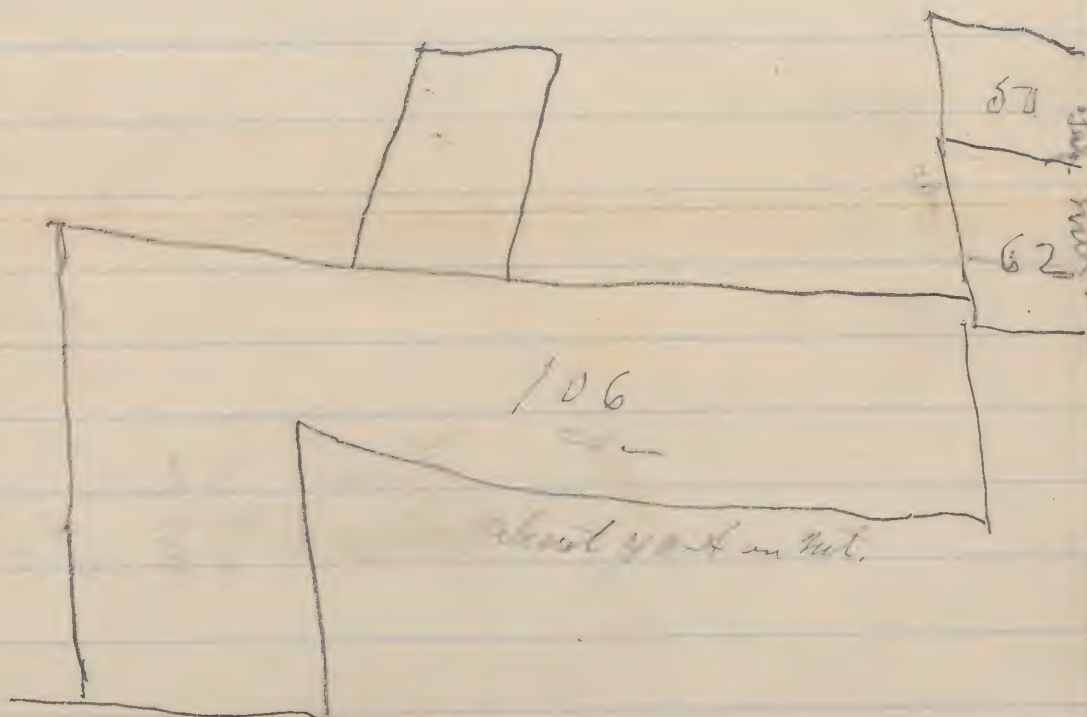
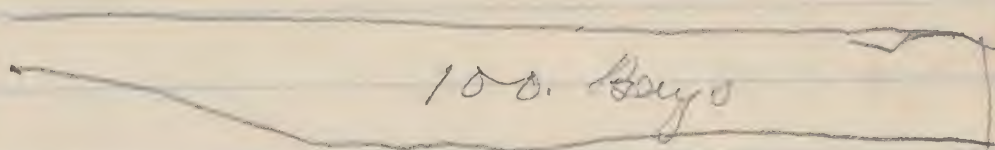
vs { Fee Bill.

W. M. Venable.

62 St. Glass, W. Jr.
 106 " J. M. Stamper, & others
 50 " George Glass.

 218 "

100 St. Minerva Bay.



52 of 1000 -
 50 of 1000 -
 106 of 1000 -
 1000 of 1000 -

Variable
 Memo.

All -
 52 of 1000 - 52.50
 50 of 1000 - 50.00
 106 of 1000 - 106.00
 1000 of 1000 - 1000.00
 5 of 1000 - 5.00
 10 of 1000 - 10.00
 100 of 1000 - 100.00

Apr 30 1904.
 62 of 1000 of 1000 62.00
 50 " " of 1000 50.00
 106 " " of 1000 106.00
 100 " " of 1000 100.00
 The 1st three of 1000 100.00
 10 of 1000 of 1000 10.00

222500

To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

The exception of F. E. Venable to the report of A. M. Goins, commissioner, filed on the 8th day of January, 1904, in the chancery cause therein pendingn entitled "Powell's Valley Bank, vs. W. M. Venable et al.", and other causes heard therewith.

The said F. E. Venable excepts to the said ~~xxx~~ report in so far as it reports that she is co-principal with W. M. Venable in the Powell's Valley Bank judgment against them, because it is contrary to the facts, she is in fact being the security of the said Venable in the said judgment.

The said F. E. Venable states as a reason, why she did not appear before the said commissioner, either in person or by counsel, and prove and set up the said facts, that she was in such a state of health that she could not do so; that about the ____ day of October, 1903, she gave birth to twin children, and prior to that time, and since that time up to the date of the filing of the said report, the state of her health and family has been such that it was impossible for her to attend to any business; and she therefore asks that she be allowed time in which to prove the facts in regard to her surity-ship in the said Powell's Valley Bank judgment, and if necessary to do this, that this cause be again referred to the said commissioner.

*L. J. Hyatt Atty for
Exceptors.*

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *W. M. Tenable*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3rd* Monday in *September* 190*3*,
to answer to a bill in chancery, exhibited against *him* in our said Court by
W. M. Lambert

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *26th* day of *August* 190*3* and in the
128th year of the Commonwealth.

A. B. Munsey Clerk

M. M. Lambert

vs. }

SUBPOENA

IN

CHANCERY.

M. M. Venable

Or & Noel p. q.

To 2nd September Rules

1903 Lee Circuit Court.

Executed Sept the 9

1903, by delivering
to M. M. Venable a
true copy of the within
notice. J. S. Hall
for W. J. Nickerson S. C.

Cost .50¢

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon

*W. M. Venable, W. S. Hickam
D. E. Hickam, J. P. Glass, J. B. Elkins, Frances E. Venable
J. F. Allen and Nancy M. Davis*

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3rd* Monday in *October* 190*3*,

to answer to a bill in chancery, exhibited against *Them* in our said Court by
Powells Valley Bank, Incorporated

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *16th* day of *September* 190*3* and in the
12 *8th* year of the Commonwealth.

A. B. Munsey Clerk

Serve copies on
 W. M. Venable
 W. S. Hickam
 D. E. Hickam
 J. P. Glass
 J. B. Elkins
 Frances E. Venable
 J. F. Allen &
 Nancy M. Davis

Powells Valley Bank

vs. }

SUBPENA
 IN
 CHANCERY.

M. M. Venable et als

Pennington Bros. p. q.

To 2nd October Rules

1903, Lee Circuit Court.

Executed Oct 6 1903 by following
 to Wm. Venable, W. S. Hickam, D. E.
 Hickam, J. P. Glass, J. B. Elkins,
 J. F. Allen & Frances E. Venable and
 Nancy M. Davis all live and of legal age
 of the within writ.
 J. F. Allen &
 per J. F. Allen & Nancy M. Davis

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *Wm. Venable, Pierce Glass,*
Sampson Glass, Nellie Glass, and Mary E. Gilliam
(widow of M. G. Glass dec'd)

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *1st* Monday in *October* 190*3*,
to answer to a bill in chancery, exhibited against *them* in our said Court by
G. D. Glass

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *3rd* day of *September* 190*3*, and in the
128th year of the Commonwealth.

A copy

A. B. Munsey Clerk

Liste; A. B. Munsey Clerk

vs.

}

SUBPŒNA
IN
CHANCERY.

p. q.

To Rules

Lee Circuit Court.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *M. M. Venable, Pierce Glass.*
Sampson Glass, Nellie Glass, and Mary E. Gilliam,
(widow of M. G. Glass, decd.)

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *1st* Monday in *October* 190*3*,
to answer to a bill in chancery, exhibited against *Them* in our said Court by
J. D. Glass

And have then there this writ. Witness. A. B. MUNSEY, Clerk of our said Court, at
the court-house, the *3rd* day of *September* 190*3*, and in the
12*8th* year of the Commonwealth.

A. B. Munsey Clerk

Serve copies on

N. M. Venable

Pierce Glass

Sampson Glass

Nellie Glass &

Mary E. Williams

(widow of W. G. Glass, decd.)

SUBPOENA
IN
CHANCERY.

vs.

N. M. Venable et al

A. M. Goins p. q.

To 1st October Rules

1903, Lee Circuit Court.

Executed Sept. the 12th 1903
Mr. M. Venable Sampson Glass & Thirson
Glass Mary E. Glass Wife of Wm. S. Glass
Dec.

J. B. Hall d. S.
For J. J. Milham J. L. C.
Cost \$2.00

PUBLISHER'S NOTICE.

I, C.R. Sprinkle, Editor of the Southwest Virginian, a weekly newspaper published at Jonesville, Lee county, Virginia, do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the 19th day of Nov., 1903.

C. R. Sprinkle
Editor.

Fee \$ 7.60

COMMISSIONER'S NOTICE.

Wm. W. Lambert, Plff. }
vs. } In Chancery
W. M. Venable, Deft. }
and
Powell's Valley Bank (Inc.) Plff. }
vs. }
W. M. Venable, W. S. Hickam, D. } In Cy
E. Hickam, J. P. Glass, J. B. Elk- }
ins, Francis E. Venable, J. F. Allen }
and Nancy M. Davis, Defts. }

In the Circuit Court of Lee County, Virginia.

TO WHOM IT MAY CONCERN, Take notice that, pursuant to a decree in the above consolidated causes of November 6th 1903, I shall on the 10th day of December, 1903, at my office in the town of Jonesville, proceed to enquire into and make the statements and investigations concerning the matters mentioned in said decree, and thereby referred to me as special commissioner.

Especially am I directed to take an account in the above causes and ascertain and report the liens against the real estate of the defendants in said causes, by judgments or otherwise, who in favor of, their amounts and priorities, what real estate of the said defendants, or either of them should be subjected to the payment of said liens, and in what order or manner said lands should be subjected.

I am directed to give notice of the time and place of my sitting for at least twenty days through the SOUTHWEST VIRGINIAN, and to report my action to the court &c. This Nov. 16, 1903.

A. M. GOINS,
Commissioner.

Publisher's Notice.

Wm. W. Lambert

vs. { In Chy

W. M. Venable

and

Powell's Valley Bank, Inc.

vs. { In Chy,

W. M. Venable et al.

Publisher's Fee \$7 $\frac{60}{100}$
